

**CONTRACT FOR PARKING SYSTEMS MANAGEMENT SERVICES BETWEEN  
REPUBLIC PARKING SYSTEM, INC. AND THE CITY OF DURHAM**

**THIS PARKING SYSTEM MANAGEMENT SERVICES AGREEMENT** (the “Agreement”) is made as of \_\_\_\_\_, 2015, by and between the **CITY OF DURHAM**, a North Carolina municipal corporation (“City”), and **REPUBLIC PARKING SYSTEM, INC.** (“Manager”), a corporation organized and existing under the laws of the State of Tennessee and authorized to do business in the State of North Carolina.

**BACKGROUND**

The Durham area is experiencing a multitude of growth via revitalization of historic properties for commercial and residential use. Local venues host numerous special events, which bring thousands of visitors to downtown Durham each month.

- i) The City is the owner of five parking garages and associated surface lots, containing a total of 2,248 parking spaces:
  - (a) The **Corcoran Street Garage**, located on Corcoran Street and Ramseur Street is a 6-level structure with 503 spaces. A surface lot is adjacent to the garage which has 155 spaces. It provides monthly contract, hourly and special event parking. This garage has a booth attendant from 10:00am until 7:00pm, Monday through Friday.
  - (b) The **Church Street Garage**, located on Church Street, between Main Street and Ramseur Streets is across the street from the Durham County Courthouse. This 3-level garage contains 406 spaces. It provides monthly contract, hourly and special event parking. This garage has a booth attendant from 10:00am until 7:00pm, Monday through Friday.
  - (c) The **Chapel Hill Street Garage**, located on Chapel Hill and Mangum Streets contains 328 spaces with a surface lot adjacent to the garage, which contains an additional 52 spaces. It provides monthly contract, hourly and special event parking. This garage has a booth attendant from 10:00am until 7:00pm, Monday through Friday.
  - (d) The **Durham Centre Garage**, located on Morgan Street, contains 737 parking spaces. It provides monthly contract, hourly and special event parking. This garage has a booth attendant from 10:00am until 7:00pm, Monday through Friday.
  - (e) The **City Hall Annex Garage**, located under the City Hall Annex Building, contains 67 parking spaces and is a restricted-access secured facility. The Parking System Manager must approve all requests for parking in this location as it provides parking for members of the City Council, select City Executive

Staff members, and select city department service vehicles. This garage is un-staffed.

### Parking Lots

The City operates 12 un-staffed surface parking lots, as either the owner or lessee, containing a total of 754 spaces.

- (a) **Lot #4** Foster, located adjacent to the Durham Armory, contains 24 parking spaces. This lot provides hourly, time-limited parking only. No monthly contract parking is provided in this lot.
- (b) **Lot #8** Parrish St, located at the intersection of Parrish and Church Streets, contains 91 parking spaces. This lot provides monthly contract and hourly parking.
- (c) **Lot #10** Ninth Street is a lot the City currently leases and operates. It is located on 9<sup>th</sup> Street between Perry Street and Markham Avenue and contains 45 parking spaces. It is an hourly parking lot.
- (d) **Lot #14** Morgan Street, located on Morgan Street between Mangum and Rigsbee, contains 102 parking spaces. This lot provides monthly contract and hourly parking.
- (e) **Lot #20** Corcoran Street, located at the intersection of Corcoran and Ramseur Streets, contains 76 parking spaces. This lot provides monthly contract parking only.
- (f) **Lot #29** East Chapel Hill Street, located between Fire Station #1 and Durham Public Schools, contains 48 parking spaces. This lot provides monthly contract parking only.
- (g) **Lot #32** W. Chapel Hill Street, located at the intersection of W. Chapel Hill and Ramseur Streets, contain 10 parking spaces. This lot provides hourly time-limited parking only.
- (h) **Lot #37** Cleveland Street, located at the intersection of Cleveland and Seminary Streets directly across from Durham Public Schools, contains 54 parking spaces. This lot provides free parking for City employees. This lot does not provide monthly contract or hourly parking.
- (i) **Lot #38** Cleveland Street, located at the intersection of Cleveland and Seminary Streets directly across from First Baptist Church, contains 164 parking spaces. This lot provides free parking for City employees. This lot does not provide monthly contract or hourly parking.
- (j) **Lot #40** Cleveland Street, located at Parks and Recreation, contain 30 parking spaces. This lot provides monthly contract parking only.
- (k) **Manning Lot**, located adjacent to the Durham Arts Council on Morris Street, contains 21 parking spaces. It is a free hourly time-limit restricted parking lot.
- (l) **Marriott Lot**, located along Morgan Street between Rigsbee and Foster, contains 89 parking spaces. It is leased exclusively to the Marriott hotel for its guests. The City does not enforce or issue parking permits in this lot. It is card-access controlled by the Marriott Hotel and pays a flat rate. The City requires only facility maintenance at this surface parking lot.

### Parking Enforcement

The City of Durham provides On-Street parking enforcement in the downtown area, 9<sup>th</sup> Street Business District and areas surrounding the Duke University and North Carolina Central

University campuses, residential areas and shopping malls. On-Street parking consists of approximately 3,100 on-street parking spaces, of which none are currently metered. The City is planning to implement paid on-street parking in the downtown enforcement area at some point during the contract period. Exhibit A contains maps of the On-Street Parking and Controlled Residential Parking Area enforcement zones.

The City of Durham provides Off-Street parking enforcement to ensure that parking patrons are not parked illegally within the garages and surface lots.

### Existing Parking Garage Conditions

The existing parking garage structures vary from 17-42 years old. These parking garages vary in construction type, including poured-in-place reinforced concrete structure and a steel frame, concrete on steel pan structure. Prioritized repair plans for each parking garage and for the parking system have been prepared. The City has completed renovations of the parking garages and will continue repaving/restriping over the next couple of years. The Manager may be required to act as coordinator and facilitator for repairs the City elects to undertake by scheduling the work and determining the areas for repairs in order to optimize operations while the repairs are underway.

City wishes to enter into this Agreement to provide for the professional management, operation, and maintenance of the parking garages and surface parking spaces and professional management of on-street parking including parking enforcement, citation processing and adjudication and meter management.

The parties agree as follows:

## **DEFINITIONS**

**Section 1.1 Defined Terms.** The following terms used in this Agreement, whether capitalized or not, shall have the stated meanings below unless the context clearly suggests otherwise:

(a) "Business Day" is a day other than Saturday, Sunday, or a day designated as a "legal holiday" by or pursuant to Durham City Code Sections 42-16 (a) and 42-16 (b).

(b) "Confidential Information" refers to identifying information of a person that may be used by other person(s) for the purpose of making financial or credit transactions in a person's name, to obtain anything of value, benefit, or advantage. Confidential Information shall include "identifying information" as listed under N.C.G.S. 14-113.20 (b).

(c) "Effective Date" shall be July 1, 2015.

(d) "Laws" mean all present and future federal, State, and local statutes, regulations, ordinances, orders, permits, licenses, and requirements, as they may be amended, changed, or adopted from time to time.

(e) “On-Street Parking Operation” means all Manager obligations relating to maintenance, collection and enforcement of on-street parking required pursuant to this Agreement.

(f) “On-Street Parking Revenue” means all gross revenue from citations, penalties, collections, rates, fees, charges, interest and other amounts charged for or arising out of the use of all on-street parking.

(g) “On-Street Parking Revenue Account” means a City designated bank account opened and maintained by the City in which Manager shall deposit, as directed by the City, all On-Street Parking Revenues.

(h) “Parking Facility” means the Surface Parking Lots and the Parking Garages.

(i) “Parking Facility Revenue Account” means a City designated bank account opened and maintained by the City in which Manager shall deposit, as directed by the City, all Parking Rates Revenues.

(j) “Parking Garages” means the following five parking garages owned by the City (two of which have attached open lots) totaling 1,444 spaces: i) Corcoran Street Parking Garage, located at 110 East Corcoran Street, contains 503 garage and 155 surface spaces; ii) Chapel Hill Street Parking Garage, located at 326 Chapel Hill Street, contains 328 garage and 52 surface spaces; iii) Church Street Parking Garage, located at 109 South Mangum Street, contains 406 garage spaces.; iv) Durham Centre Parking Garage, located at 300 West Morgan St., contains 737 parking spaces; and v) City Hall Annex Parking Garage, located at 101 City Hall Plaza, contains 67 parking spaces.

(k) “Parking Management Office” City provided office space located on the premises of a Parking Garage for use by the Manager in accordance with the terms of this agreement.

(l) “Parking Rates” means the rates, fees, charges, interest, penalties, and other amounts charged for or arising out of the use of Public Spaces, and other spaces for parking motor vehicles in the Parking Facility.

(m) “Parking Rates Revenue” means all revenue from the Parking Rates.

(n) “Public Spaces” means the parking spaces in the Parking Facility to be available to members of the general public on a first-come, first-serve basis.

(o) “Parking Lot” means the 12 un-staffed surface parking lots, as either the owner of lessee, containing a total of 754spaces: i) Lot #4 Foster, located adjacent to the Durham Armory, contains 24 parking spaces. This lot provides hourly, time-limited parking only. No monthly contract parking is provided in this lot. (ii) Lot #8 Parrish St, located at the intersection of Parrish and Church Streets, contains 91 parking spaces. This lot provides monthly contract and hourly parking. (iii) Lot#10 Ninth Street is a lot the City currently leases and operates. It is located on 9th Street between Perry Street and Markham Avenue and contains 45 parking spaces. It is an hourly parking lot. (iv) Lot #14 Morgan Street, located on Morgan Street between

Mangum and Rigsbee, contains 102 parking spaces. This lot provides monthly contract and hourly parking. (v) Lot #20 Corcoran Street, located at the intersection of Corcoran and Ramseur Streets, contains 76 parking spaces. This lot provides monthly contract parking only. (vi) Lot #29 East Chapel Hill Street, located between Fire Station #1 and Durham Public Schools, contains 48 parking spaces. This lot provides monthly contract parking only. (vii) Lot #32 W. Chapel Hill Street, located at the intersection of W. Chapel Hill and Ramseur Streets, contain 10 parking spaces. This lot provides hourly time-limited parking only. (viii) Lot #37 Cleveland Street, located at the intersection of Cleveland and Seminary Streets directly across from Durham Public Schools, contains 54 parking spaces. This lot provides free parking for City employees. This lot does not provide monthly contract or hourly parking. (ix) Lot #38 Cleveland Street, located at the intersection of Cleveland and Seminary Streets directly across from First Baptist Church, contains 164 parking spaces. This lot provides free parking for City employees. This lot does not provide monthly contract or hourly parking. (x) Lot #40 Cleveland Street, located at arks and Recreation, contain 30 parking spaces. This lot provides monthly contract parking only. (xi) Manning Lot, located adjacent to the Durham Arts Council on Morris Street, contains 21 parking spaces. It is a free hourly time-limit restricted parking lot. (xii) Marriott Lot, located along Morgan Street between Rigsbee and Foster, contains 89 parking spaces. It is leased exclusively to the Marriott hotel for its guests. The City does not enforce or issue parking permits in this lot. It is card-access controlled by the Marriott Hotel and pays a flat rate. The City requires only facility maintenance at this surface parking lot.

(p) “Tenant” - person who leases a space in the Parking Facility for whatever duration (hourly, daily or monthly etc.).

(q) “Total Operating Expenditure” means all expenditures incurred to manage and operate the On-Street and Off-Street operations, this includes staffing cost and all operating expenses required to operate facilities and operations in each area.

## ARTICLE II GRANT OF RIGHTS

**Section 2.1 Agreement.** Manager agrees to supervise, direct, control, manage, and operate the Parking Facility and On-Street Parking Operation during the Term in accordance with this Agreement.

**Section 2.2 Exhibits.** The following Exhibits are attached and form a part of this Agreement.

1. Exhibit A: Map of On-Street Parking Enforcement Areas
2. Exhibit B: Parking Facility Regulations, Hours of Operation and Scope of Service
3. Exhibit C: After-Hours Garage Security Requirements
4. Exhibit D: Maps of the Controlled Residential Parking Areas
5. Exhibit E: Detail of Maintenance and Cleaning Responsibilities
6. Exhibit F: NPA Parking Garage Maintenance Manual, 4<sup>th</sup> Edition
7. Exhibit G: Contract Project Manager Overview of Qualifications
8. Exhibit H: Essential Staff Designation Information
9. Exhibit I: City of Durham Approved Staffing Agencies

- 10. Exhibit J: Cloud Computing Security Requirements Questionnaire
- 11. Exhibit K: Performance Bond
- 12. Exhibit L: Minimum Workforce and Compensation Rates
- 13. Exhibit M: Employee Benefit Levels

In case of conflict between an exhibit and the text of this Agreement excluding the exhibit, the text of this Agreement shall control.

### **ARTICLE III TERM**

**Section 3.1 Term.** Unless earlier terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and shall run for three (3) years, but shall include the period of renewals, if any (the “Term”). Notwithstanding the prior sentence, Manager shall continue operation under the same terms and conditions of this Agreement outside the initial three (3) year term or without a formal contract renewal until such time as the City notifies the Manager of a date to vacate or with at least a 100 day prior written notice by the Manager to the City that Manager will vacate. Such period of operation outside the initial three (3) year term or without a formal contract renewal shall be treated as operating within the Term.

**Section 3.2 Renewal.** The City reserves the right to renew the term of the Contract for an additional three (3) year period based on the Manager agreeing to the same terms and conditions by giving written notice to the City not less than ninety (90) days prior to the renewal date.

**Section 3.3 Effect of Termination.** Any termination of the Term shall have no effect on any monies owing or obligations accrued or incurred by either party prior to the effective date of the termination. Unless the context requires otherwise, “termination” of the Term includes expiration by passage of time as well as the premature ending of the Term.

### **ARTICLE IV USE OF PARKING FACILITY**

**Section 4.1 Public Spaces.** The Public Spaces may be used for hourly, daily, or monthly parking at the discretion of City. The City authorizes the Manager the right to grant leases on behalf of the City for the use of all Public Spaces designated for monthly parking by City, provided that (i) the terms of such leases shall be for month-to-month and (ii) all monthly parking spaces leased to the general public must be allocated from the Public Spaces. The Manager is not authorized to grant any parking leases for longer than month-to-month.

**Section 4.2 Marking of Parking Spaces.** Manager shall keep all Parking Spaces adequately marked and identified at all times to distinguish the availability of the Parking Spaces for hourly, daily, reserved, or other use, as the case may be, and shall comply with directions from the City regarding marking and identifying the Parking Spaces.

**Section 4.3 Use of Parking Spaces.** Manager shall enforce the restrictions against the improper or unauthorized use of Parking Spaces, including, without limitation, arranging for the prompt towing or booting of any vehicle improperly or impermissibly parked in a Parking Space.

**Section 4.4 Parking Management Office(s).** The Chapel Hill Street Parking Garage, the Corcoran Street Parking Garage, and the Durham Centre Parking Garage contain office spaces for the City's Parking Systems Division. The Manager shall outfit its designated office space(s) with adequate resources that include but not limited to the following: furniture, personal computers, printers, telephones, safe(s), photocopy machines, time clock and any other equipment or materials necessary to effectively administer the operation.

In some instances, individual officers may be partially equipped with items owned by the City, such items shall be inventoried, utilized by the Manager and remain as property of the City upon termination of the Agreement.

## **ARTICLE V OPERATION AND MANAGEMENT OF OFF-STREET PARKING FACILITIES**

**Section 5.1 Standard of Operation.** Manager shall operate and manage the Parking Facility at the highest level of the following three standards, on an activity-by activity basis:

- (a) a first-class, efficient, safe and proper businesslike manner consistent with industry standards for the operation of comparable parking facilities in the Raleigh-Durham area, or
- (b) the manner described in the Parking Garage Maintenance Manual, Fourth Edition (NPA Manual) as revised from time to time, or
- (c) as required by any provision of this Agreement (including Exhibits), other than this Section 5.1(a).

The expression "activity-by-activity basis" here and in Section 6.1 means that each activity is considered separately with respect to the standards. For example, if the standard set forth in (a) would be a higher level than the standard set forth in (b) or (c) for one activity but (b) would be a higher level than (a) or (c) for another activity, Manager shall comply with (a) in the former case and with (b) in the latter case. City may determine which the highest standard is.

**Section 5.2 Independent Contractor.** Manager shall operate, manage, and maintain the Parking Facility as an independent contractor and shall employ a staff of efficient, skilled, and prudent employees in sufficient numbers to perform Manager's duties and obligations under this Agreement. Nothing contained in this Agreement shall be construed to create or form a partnership or joint venture between the parties or render either party liable for the debts or obligations of the other.

**Section 5.3 Hours and Regulations.** City, in consultation with Manager, will establish from time to time the hours of operation for the Parking Facility and written regulations and policies concerning the use of the Parking Facility, which regulations and rules shall include initially those provisions contained in Exhibit B. Notwithstanding the foregoing, City reserves the right to control the operation and use of the Public Spaces in its sole discretion.

**Section 5.4 Parking Rates.** The Manager shall operate the parking facilities described in this Agreement including Exhibits within the Parking Rates adopted with the annual budget. City, in its discretion, shall fix the Parking Rates, fees, and charges for the use of Public Spaces by the general public pursuant to Section 4.1 consistent with City's policies for Durham, as amended from time to time. Without limiting the foregoing provisions of this Section, City may, in its discretion, impose a rate for rooftop parking in the Parking Garage that is equal to or less than the rate for covered parking in the Parking Garage, and City may, in its discretion, charge a rate for a reserved or assigned parking space that is equal to or greater than the rate for a similar space that is not reserved or assigned.

**Section 5.5 Collection of and Accounting for Parking Rates.** Manager shall be responsible for collecting, and keeping an accounting of, all Parking Rates ("Gross Revenues"). Upon receipt, Manager shall deposit promptly, or cause to be deposited, all Parking Rates Revenue collected into the City's designated bank account within specified Parking Facility Revenue Account(s). The Manager shall also forward to City a reconciled statement of the deposited funds verifying that the amount equals the amount deposited. The City may require the Manager's employees to attend the City's and/or Manager's corporate cash management seminar at the Manager's expense.

**Section 5.6 Reporting; Inventory; Accounting of Parking Rates Revenues and Total Operating Expenditures.**

(a) Manager shall, within 15 calendar days after the end of each month during any part of which is in the Term, provide to City an inventory of all Public Spaces that are subject to leases and that are available for use by the general public as permitted in this Agreement. The inventory shall include the name of the tenant of the space; if a space is assigned to or reserved for the tenant, which location; the revenue required to be paid for the space; the revenue actually collected for the space; and other information as City may reasonably request. Manager shall, within fifteen (15) calendar days after the end of each month any part of which is in the Term, furnish to City a statement signed by an authorized representative of Manager certifying and showing in reasonable detail the amount of Parking Rates Revenues collected and deposited, and provide the Total Operating Expenditures incurred during the preceding calendar month. The statement shall show the portion of the Parking Rates Revenues derived from the use of Public Spaces pursuant to Section 4.1. The Manager shall report late fee payments separately in the subsequent month's report.

(b) By each October 1 during the Term, and within 110 calendar days after the end of the Term, Manager shall provide City with an audited report that complies with this Section 5.6 and the Manager shall bear the cost of the audit report.

(c) The report shall show all revenues and expenditures, both capital and otherwise, made in the preceding July 1 – June 30 period, or in the case of the final report, of the period less than a year in length that begins on July 1 and ends on the last day of the Term. A person who is a Certified Public Accountant or a Certified Public Accounting firm shall perform the audit. This audit shall be conducted in accordance with generally accepted auditing standards, and the financial statements shall be prepared in conformity with generally accepted accounting principles.



### **Section 5.7 Books and Records.**

(a) Manager shall maintain at an office in Durham, North Carolina, complete and accurate books and records of account in accordance with generally accepted business and accounting practices with respect to the operation, management, and maintenance of both the Parking Facility and shall record in these books and records the revenues derived from the Public Spaces. The books and records of account shall be retained by Manager during the entire Term, and, upon termination of the Term, Manager shall deliver possession of the books and records, or accurate copies thereof, to City or, alternatively, Manager shall make available to City for inspection and copying (at no expense to City) the books and records for a period of three (3) years after the termination of the Term.

(b) Audits. City and its authorized representatives may conduct at any time an audit or inspection of the books and records of Manager relating to the operations, management and maintenance of the Parking Facility.

(c) Accounting Discrepancies. If any audit or inspection made by or on behalf of City discloses any discrepancy in any statement(s) of Parking Rates Revenues of the Parking Facility and/or in the amount of any sums of money actually deposited in the City designated account(s) or owed, Manager immediately shall pay the sum of money owed to City, plus a service charge of one-half percent (1 ½%) per month of the sum of money owed, or prorated for a portion thereof, from the date the sum should have been paid to City to the date payment is made to City. In addition, if an audit or inspection discloses a single cumulative discrepancy in excess of two percent (2%) of the amount previously paid by Manager to City for the monthly period in question, Manager immediately shall pay to City the cost of the audit and/or inspection. The cost of the audit and/or inspection shall include all reasonable direct and indirect costs incurred by the City, including but not limited to salary and administrative overhead (as determined by the City) costs of City, charges for consultants, materials, equipment, and supplies.

(d) Penalties. Notwithstanding anything to the contrary contained in this Agreement, City shall have the unilateral right to terminate the Term immediately if any audit or inspection discloses (i) there was an intentional discrepancy on the part of an officer or manager of Manager or a shareholder of Manager or (ii) there was an intentional discrepancy made by a person other than those set forth in (i) of which Manager or a shareholder of Manager had knowledge but said person with knowledge did not disclose the discrepancy in writing to City, or did not take such corrective action as Manager should have taken in the exercise of reasonable care to avoid any further discrepancy. If any audit or inspection discloses an intentional discrepancy of which an officer or manager of Manager did not have knowledge, City shall inform Manager, and Manager shall (i) make such monetary adjustments including payment to City as may be required because of such discrepancy and (ii) take actions as necessary to avoid any further intentional discrepancy. The references in this subsection (c) to reasonable care are not to be construed as lessening the standard to which Manager is required to adhere to in carrying out its duties under this Agreement.

(e) Survival. The obligations of Manager under this Section 5.7 shall survive the termination of the Term.

### **Section 5.8 Compensation.**

(a) In Consideration of the Manager's services rendered pursuant to this agreement, the City shall pay the Manager a fixed base management fee of \$1,328,083.32 for a twelve month period beginning September 1 2015. This fixed base management fee will be \$1,351,555.80 and \$1,375,732.55, respectively for years 2 and 3 of the contract period.

(b) Parking Facility Payments to Manager. The Manager shall be paid the base management fee described above in monthly installments on or before the first business day of each month in advance of each operating month in the amount of \$110,673.61.00 for Year 1, \$112,629.65 for Year 2, and \$114,644.38 for eleven months and \$114, 644.37 for the last month for Year 3. Said advance payment shall be made contingent upon the receipt of an invoice for the required amount each month, as necessary to timely process said advance monthly. Manager shall, within fifteen (15) calendar days after the end of each month, forward to City a certified statement of account showing the amount of Parking Rates Revenues collected and deposited during the preceding calendar month as required in Section 5.6. The certified statement shall include an annualized fee calculation.

(c) Reduction of Parking Facility Payments to Manager. The Manager acknowledges that at any time during the Term, the City may remove certain parking facility units from the original scope of work of the Contract. If and when the City, in its own discretion, decides to reduce the Manager's scope of work accordingly, the base management fee described above will be reduced by the following amount each month (including appropriate adjustment in the original base management fee amount due to any and all proportional annual percent increases made prior to the reduction in scope) for each of the following identified parking facility units removed from the Manager's scope of work:

Location Name	# Spaces	Total Variable Cost Per Space Per Month	Total Monthly Fee Reduction Per Facility	Total Annual Fee Reduction Per Facility
Chapel Hill (garage and lot)	364	\$43.87	\$15,968.68	\$191,624.16
Church St. Garage	412	\$43.87	\$18,074.44	\$216,893.28
Corcoran St. (garage and lot)	554	\$43.87	\$24,303.98	\$291,647.76
Durham Centre Garage	720	\$43.87	\$31,586.40	\$379,036.80
Manning Place Lot	24	\$11.97	\$287.28	\$3,447.36
Marriott Lot	88	\$11.97	\$1,053.36	\$12,640.32
Lot 8	91	\$15.00	\$1,365.00	\$16,380.00
Lot 10 Ninth Street	45	\$15.00	\$675.00	\$8,100.00
Lot 14	102	\$15.00	\$1,530.00	\$18,360.00
Lot 20	65	\$11.97	\$778.05	\$9,336.70

Lot 29	47	\$11.97	\$562.59	\$6,751.08
Lot 32	10	\$11.15	\$111.50	\$1,338.00
Lot 37	54	\$11.97	\$646.38	\$7,756.56
Lot 38	164	\$11.97	\$1,963.08	\$23,556.96
Lot 5 Annex	67	\$11.97	\$801.99	\$9,623.88
Lot 40	47	\$11.97	\$562.59	\$6,751.08
2854 Total			\$100,270.32	\$1,203,243.94

**Section 5.9 Annual Budget.** Within fifteen (15) calendar days after the Effective Date and thereafter on December 15<sup>th</sup> of each year of the Term, Manager shall prepare and provide to City a proposed budget or budgets (including any material amendments of the budget) estimating the projected Parking Rates Revenues for Public Spaces for City's prospective fiscal year and a statement of all anticipated expenditures (including those to be paid by City and those to be paid by Manager, separating expenditures of City from those of Manager) on the Parking Facility for that prospective fiscal year.

**Section 5.10 Subcontracts and Assignment.** Manager may enter into subcontracts for the security, or maintenance (including maintenance and operation of the elevator) of the Parking Facility only with City's prior written consent, provided (i) each such subcontract shall be subject to and consistent with this Agreement and (ii) Manager shall remain fully obligated and responsible under this Agreement to the same extent as if Manager had not entered into the subcontract. City's City Manager is authorized to grant consent. Without City's written consent, Manager shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement. City's City Manager may consent to an assignment without action by the City Council. Unless City otherwise agrees in writing, Manager and all assignees shall be subject to all of City's defenses and shall be liable for all of Manager's duties that arise out of this Agreement and all of City's claims that arise out of this Agreement. Without granting Manager the right to assign, it is agreed that the duties of Manager that arise out of this Agreement shall be binding upon it and its successors and assigns.

**Section 5.11 Claims and Demands.** Manager shall notify City of any claim, demand, or charge asserted or proposed to be asserted against or upon the Parking Facility or the Parking Rates Revenues within five (5) calendar days of receiving notification thereof.

**Section 5.12 Reserved Compliance with Laws and Contracts.** Throughout the Term, Manager shall comply with all Laws relating to Manager's duties and obligations under this Agreement and shall observe and comply with the requirements of all policies of insurance with respect to the Parking Facility and any machinery or equipment used in connection with the Parking Facility.

**Section 5.13 Access to the Parking Facility.** The Parking Facility is property of City. Nothing in this Agreement is intended to reduce City's right to enter it at any time for any purpose. Without limiting the preceding sentence, City has right to enter the Parking Facility as in accordance with Section 12.4 of this Agreement to cause the proper operation, management, or

maintenance of the Parking Facility in the event that Manager fails to perform its obligations under this Agreement.

**Section 5.14 Starting/Closing Ticket.** The Manager shall require each opening and closing attendant to pull a starting and closing ticket from each ticket spitter and record the number, date, and time on a daily report sheet. The Manager shall keep these tickets on file in its local business office(s) and the City may request to view the tickets at any time.

**Section 5.15 Customer Relations.** Except to the extent City may choose from time to time to vary from this procedure, Manager shall receive and handle all communications from customers and all others regarding the operation of the Parking Facility, including but not limited to communications relating to conditions of the Parking Facility and the equipment located therein, billings and collections of Parking Rates, and safety and security. To the extent a communication relates to a matter solely in the discretion or authority of City, such as the amount of Parking Rates set by the City, Manager shall direct the person to City.

**Section 5.16 Parking Regulations, Procedures and Policies.** The City shall retain control over all parking regulations, procedures and policies. The Manager may submit to the City recommended changes for City consideration. The City, in its discretion, may authorize changes in regulations, procedures and policies.

**Section 5.17 Security.** Manager shall be responsible for providing security personnel patrol in the Parking Facilities during the operating hours as specified in Exhibit C. Manager will enter into an agreement with another party (subcontractor) or parties to provide such security. In the event the Manager contracts with another party to provide security, the Manager shall name in such an agreement the City as an Indemnitee and shall name the City as an additional insured and shall consult with the City regarding the level and type of insurance required. The Manager shall adopt a security schedule approved by the City. The City is authorized to require revisions and/or amendments to the security schedule at any time. This security schedule shall include but not limited to the number of security personnel to be utilized and the frequency with which security personnel will patrol the Parking Facility during operating hours and special events.

The City shall reimburse the Manager when the Manager agrees upon the City's request to provide additional security beyond that described in Exhibit C (for example additional hours of patrols or additional security officers) outside of a security schedule as described in this Section. Manager shall report to City any change in its security services if such change represents a material and substantial reassignment of security personnel. Manager shall promptly report to police any incidents involving suspicious or illegal activity in or adjacent to the Parking Facility. The Manager shall make a report of all significant incidents and forward such a report to the attention of the City's Parking Systems Manager by hand-delivery or fax (919) 560-4561. City expressly acknowledges that the Manager is not a security firm and that Manager will subcontract the security services required pursuant to this contract.

## **ARTICLE VI OPERATION AND MANAGEMENT OF ON-STREET PARKING**

**Section 6.1 Standard of Operation.** Manager shall enforce parking regulations within the City of Durham in compliance with City Code or City ordinance and manage a limited resource by creating turnover of public parking spaces. Manager will comply with the scope of services set forth in Exhibit B. The Manager shall maintain and manage traffic within residential areas designated by the City as Controlled Parking Residential Areas as shown on Exhibit D, including, but not limited to those areas near North Carolina Central University and Duke University discouraging non-residents from utilizing parking on residential streets during hours of enforcement..

**Section 6.2 Independent Contractor.** Manager shall operate, manage, and maintain the on-street parking activities as an independent contractor and shall employ a staff of efficient, skilled, and prudent employees in sufficient numbers to perform Manager's duties and obligations under this Agreement. Nothing contained in this Agreement shall be construed to create or form a partnership or joint venture between the parties or render either party liable for the debts or obligations of the other.

**Section 6.3 Regulations.** City, in consultation with Manager, will establish from time to time for on-street parking enforcement written regulations and policies. Notwithstanding the foregoing, City reserves the right to control the manner of on-street parking enforcement.

**Section 6.4 Reporting; Accounting of On-Street Parking Revenues and Total Operating Expenditures.**

(a) Manager shall, within 15 calendar days after the end of each month during any part of which is in the Term, provide to City the citations issued and collected during the previous month by date, type, revenue, and other such information as the City may request. Manager shall, within fifteen (15) calendar days after the end of each month any part of which is in the Term, furnish to City a statement signed by an authorized representative of Manager certifying and showing in reasonable detail the amount of On-Street Parking Revenues collected and deposited and provide the Total Operating Expenditures incurred during the preceding calendar month. The statement shall show the portion of the On-Street Parking Revenues derived from citation collections along with total expenditures incurred for citations issued and collected. The Manager shall report late fee payments separately in the subsequent month's report.

(b) By each October 1 during the Term, and within 110 calendar days after the end of the Term, Manager shall provide City with an audited report that complies with this Section 6.4 and the Manager shall bear the cost of the audit report.

(c) The report shall show all revenues and expenditures, both capital and otherwise, made in the preceding July 1 – June 30 period, or in the case of the final report, of the period less than a year in length that begins on July 1 and ends on the last day of the Term. A person who is a Certified Public Accountant or a Certified Public Accounting firm shall perform the audit. This audit shall be conducted in accordance with generally accepted auditing standards, and the financial statements shall be prepared in conformity with generally accepted accounting principles.

**Section 6.5 Books and Records.** Manager shall maintain at an office in Durham, North Carolina, complete and accurate books and records of account in accordance with generally

accepted business and accounting practices with respect to the operation, management, and maintenance of the on-street parking. The books and records of account shall be retained by Manager during the entire Term, and, upon termination of the Term, Manager shall deliver possession of the books and records, or accurate copies thereof, to City or, alternatively, Manager shall make available to City for inspection and copying (at no expense to City) the books and records for a period of three (3) years after the termination of the Term.

**Section 6.6 Audits.** City and its authorized representatives may conduct at any time an audit or inspection of the books and records of Manager relating to the operation, management, and maintenance of the On-Street Parking enforcement activities.

**Section 6.7 Collection of and Accounting of Penalties from Parking Citations.** Manager shall be responsible for collecting, and keeping an accounting of, all On-Street Parking Revenues derived from parking enforcement activities including collection of civil penalties and late fees from parking citations. Upon receipt, Manager shall deposit promptly, or cause to be deposited, the On-Street Parking Revenues collected into the City's designated bank account within specified On-Street Parking Facility Revenue Account(s). The Manager shall also forward to City a reconciled statement of the deposited funds verifying that the amount collected equals the amount deposited. The City may require the Manager's employees to attend the City's or Manager's corporate cash management seminar at the Manager's expense.

**Section 6.8 Compensation.**

(a) In Consideration of the Manager's services rendered pursuant to this agreement, the City shall pay the Manager a fixed base management fee of \$427,759.28 for a twelve month period beginning September 1 2015. This fixed base management fee will be \$430,374.08 and \$433,067.22, respectively for years 2 and 3 of the contract period.

(b) Parking Facility Payments to Manager. The Manager shall be paid the base management fee described above in monthly installments on or before the first business day of each month in advance of each operating month in the amount of \$35,646.61 for Year 1, \$35,864.51 for Year 2, and \$36,088.94 for eleven months and \$36,088.88 for the last month for Year 3. Said advance payment shall be made contingent upon the receipt of an invoice for the required amount each month, as necessary to timely process said advance monthly payment. Manager shall, within fifteen (15) calendar days after the end of each month, forward to City a certified statement of account showing the amount of On-Street Parking Revenues collected during the preceding calendar month as required in Section 6.4. The certified statement shall include an annualized fee calculation.

**Section 6.9 Customer Relations.** Except to the extent City may choose from time to time to vary from this procedure, Manager shall receive and handle all communications from customers and all others regarding Parking Enforcement operations. To the extent a communication relates to a matter solely in the discretion or authority of City, such as the amount of Parking Rates set by the City, Manager shall direct the person to City.

**Section 6.10 Controlled Residential Parking Area Enforcement.** The City may implement controlled residential parking areas in designated residential districts to restrict the flow of traffic

from commercial, industrial or institutional districts or uses into adjoining neighborhoods for parking purposes. The program is intended to preserve available on-street parking for residents who live on a particular street. The Manager is expected to provide enforcement in the following four designated areas: (a) Area A: NCCU; (b) Area B: Duke East Campus; (c) Area C: Duke West Campus; and (d) Area D: Northwood Drive when it is approved. Exhibit D contains maps of the Controlled Residential Parking Areas.

## **ARTICLE VII MAINTENANCE OF PARKING FACILITY**

**Section 7. Maintenance and Repair.** (a) Except as otherwise provided, the Manager shall maintain the Parking Facility in a good and clean condition and working order. Manager shall comply with maintenance and cleaning frequencies as set forth in Exhibit E– Detail of Responsibilities.

(b) The Manager shall follow the guidelines for housekeeping and preventative maintenance as set forth in Parking Garage Maintenance Manual, Fourth Edition (NPA Manual), which is incorporated here by reference. The Manager shall maintain a current copy in its Durham office.

(c) In cases of conflict between the maintenance and cleaning frequencies described in Exhibit C and the NPA Manual, the frequencies as described in Exhibit E shall prevail.

**Section 7.1 Meaning of “described” in NPA; Manufacturer’s Recommendations.** Where this Agreement refers to a service that is described in the NPA Manual, it shall mean described, suggested, or recommended in the NPA Manual. Where, City or Manager is required to perform any service on any part of the Parking Facility, including equipment installed therein, that party shall do so in compliance with applicable manufacturers’ recommendations. Where this Agreement refers to performing certain work as described or consistent with the NPA Manual, such reference shall only pertain to those items identified, described or listed on the Detail of Responsibilities, Exhibit E.

**Section 7.2 Inspections and Reports.** Manager acknowledges that it is not the City’s intent to post City personnel in the Parking Facility to conduct periodic inspections of the Parking Facility, but to rely upon the inspections that Manager is to perform as described in Exhibit E and in the NPA Manual. Manager shall develop forms, reasonably acceptable to City, upon which the results of any daily, weekly, monthly, or other regular inspections shall be recorded. Manager shall provide a copy of any such forms to City. In addition, Manager shall document and photograph, if requested, any condition that it believes requires City to repair and provide a copy of the documentation and photographs to City. As soon as Manager has actual knowledge of an unsafe condition in the Parking Facility or of damage to the Parking Facility, Manager shall immediately report such conditions to City; provided, however, that Manager shall in no event be responsible for the identification of latent defects relating to the Parking Facility. City shall be obligated, at its sole cost and expense, to make all repairs and capital improvements required by applicable law or that are necessary to correct any unsafe conditions at the Parking Facility.

**Section 7.3 Cleaning.** Manager shall provide cleaning services throughout the Parking Facility, including stairwells, elevators, all parking and driveway areas, and storage areas. Manager shall follow the guidelines described in the NPA Manual, pages 8-9 and 20-21, and shall perform these cleaning services on a schedule consistent with the Housekeeping and Maintenance Schedule.

**Section 7.4 Doors and Hardware.** Manager shall perform the services regarding the doors and hardware in accordance with the guidelines described in the NPA Manual, pages 9, 21, and 32, and in a manner consistent with the Housekeeping and Maintenance Schedule.

**Section 7.5 Electrical and Lighting.** Manager shall perform the electrical systems services, as described in the NPA Manual, pages 10, 21-22 and 32 in a manner that is consistent with the Housekeeping and Maintenance Schedule. City shall perform all other maintenance services required for the electrical systems, including those services described in the NPA Manual, pages 10 and 21-22 that are assigned to City. Although Manager shall replace burned-out lamps, the City shall be responsible for group relamping of the Parking Facility.

**Section 7.6 Elevators.** After consulting with City, Manager shall secure and pay for a maintenance agreement for the elevators with a reputable and responsible elevator maintenance company. City shall be made a third-party beneficiary of that agreement. To the extent that agreement does not require the maintenance contract to perform any services that are described on pages 10-11, 22-23 and 33 of the NPA Manual, the City shall perform those services. Manager shall provide a copy of any written reports that Manager creates or receives related to the elevators.

**Section 7.7 Landscaping.** Manager shall perform the landscaping services described in the NPA Manual, pages 17-18 and 28 and 35.

**Section 7.8 Painting.** Manager shall perform the services for painting described in the NPA Manual, pages 8, 17, 20, 27 and 34, but the only repainting that Manager shall be responsible for is repainting curbs, bollards, guide lines, and islands, and restriping the Parking Facility, all as needed to allow for the safe and efficient operation of the Parking Facility. Manager shall be responsible for all touch-up painting needed in the Parking Facility. City shall repaint all painted surfaces other than curbs, bollards, guide lines, and islands, and other than restriping. City shall perform its repainting when it becomes necessary to repaint due to ordinary wear and tear.

**Section 7.9 Parking Control Equipment.** Manager shall perform all the parking control equipment services described in the NPA Manual at pages 12 and 24-25 and 33, and shall provide supplies, such as security cards, that are needed to make the equipment function as designed. Manager shall replace motors, parts, and the entire parking control unit when a reasonable person who owns the equipment would choose to replace rather than repair the motor, any parts. If the entire parking control unit needs to be replaced, the City will pay for such replacements. In addition, City and the Manager shall cooperate with each other in pursuing any remedies that may exist under any manufacturer's warranties that may be applicable.



**Section 7.10 Plumbing Systems.** Manager shall perform the housekeeping and preventative maintenance services for plumbing systems described in the NPA Manual, pages 12-13 and 25-26 and 33, except where it is so indicated that City will perform certain responsibilities. City shall perform all other maintenance and repair services required for the plumbing system, including maintaining, repairing, and replacing, if necessary, the storm drainage system, the sanitary sewer system, if any, and the fire protection system. Each party shall use reasonable efforts to abide by the Housekeeping and Maintenance Schedule.

**Section 7.11 Roofing and Waterproofing.** Manager shall perform the services for the roofing and waterproofing described in the Housekeeping and Preventive Maintenance sections of the NPA Manual, pages 7-8 and 19-20. City shall perform the maintenance and repair services required for the roofing and waterproofing systems, including those services described in the Exhibit E, Detail of Responsibilities.

**Section 7.12 Safety Checks.** Manager shall perform the housekeeping and preventative maintenance services described on pages 13-14 and 26 of the NPA Manual, except that, if holes or pockets in the concrete develop and such holes or pockets are safety hazards, Manager's responsibility will be to take appropriate steps to erect signage or barriers or to warn or detour persons in the Parking Garage, and to inform City of the existence of the safety hazards. City will be responsible for repairing any holes or pockets in the concrete as described in Exhibit E. City has the right to perform random safety checks.

**Section 7.13 Signage and Graphics.** Manager shall maintain and post signage (a) that is required by any Laws, or (b) that is prudent, or appropriate to facilitate vehicular and pedestrian circulation throughout the Parking Facility and to allow for enforcement of parking space restrictions and any applicable regulations. Manager shall post temporary signage that is required by any Laws or that is reasonably needed to warn patrons of nonfunctional equipment and hazards. City shall have the right to approve any such signage. Manager will perform the housekeeping and preventative maintenance services described in the NPA Manual for signs and graphics, pages 15, 26 and 34, in accordance with the Housekeeping and Maintenance Schedule. Manager will maintain, repair, and replace the signage and graphics as necessary.

**Section 7.14 Structural Systems.** Manager shall perform the housekeeping services for structural systems described in the NPA Manual, pages 6, and the inspection services for structural systems described within the preventative maintenance section of the NPA Manual on pages 19 and 30-31 in a manner consistent with the Housekeeping and Maintenance Schedule.

**Section 7.15 Snow and Ice Removal.** The City shall have the primary responsibility for removal of snow and ice wherever it may accumulate on the facilities, including driveways, parking areas, sidewalks, or any other location where it may pose a threat for the safe operation of the facility, users thereof, surrounding areas, and pedestrians. The Manager shall assist the City with the snow and ice removal as requested and with safe operations of the facilities during inclement weather and with safe control of traffic, both vehicular and pedestrian. The City shall endeavor to provide 24 hour notice to the Manager. The Manager is prohibited from the use of snow or ice control materials containing sodium chloride or any similar oxidation or corrosion accelerant or inducant.

The Manager shall be responsible for clearing sidewalks and pedestrian walkways within the Parking Lots and the adjacent sidewalks. The Manager is also responsible for purchasing and applying ice melt to these areas to ensure pedestrian safety and to have ample inventory of ice melt on-site to address adverse weather conditions. The Manager will be responsible for developing a Winter Weather and Snow Removal Plan and submitting it to the City by September 30<sup>th</sup> during the first contract year. The Manager will review the Plan and submit updates by October 15<sup>th</sup> of each contract year thereafter.

**Section 7.16 Equipment and Supplies.** Each party shall be responsible for obtaining, providing, and replacing all equipment, inventory, and supplies that each may require in the performance of its duties under this Agreement.

**Section 7.17 Capital Improvements.** City shall be responsible for designated Capital Improvements. A Capital Improvement is an improvement that (a) costs \$100,000, (b) substantially extends the useful life of the Parking Facility, and (c) has an expected useful life of the Parking Facility. For example, the parking control equipment and revenue control equipment will be repaired and replaced as Non-Capital Improvements; replacement of the elevator system will be a Capital Improvement; and repairs and maintenance of the elevator system will not be a Capital Improvement.

## **ARTICLE VIII STAFF REQUIREMENTS**

**Section 8.1 Project Manager Qualifications.** The Manager shall employ a qualified and experienced project manager with a minimum of five years of experience in the management, operation, and maintenance of municipal parking operations, inclusive of parking garages, surface parking lots, and multi-space parking meter pay stations to administer the executed Contract. The Manager shall provide an on-site full-time professional manager with experience and skills needed to operate a comprehensive parking program. Credentials for this staff person must be provided prior to the person being assigned to the City. Minimum criteria are experience with similarly sized operations and demonstrated ability to manage a diverse system. The City reserves the right to have this person replaced if their work performance is unsatisfactory in the opinion of the City.

The Manager accepts and understands that its Project Manager will serve under the general direction and oversight of the City's Parking Systems Division Manager and will serve as a key management partner providing: organizational leadership; full line management; fiscal oversight; planning and operational implementation; business management; and policy development and recommendations to achieve City objectives related to parking management as it supports the public objectives of economic development and transportation management. The Project Manager will ensure that the City's parking facilities are operated, maintained, fiscally managed, and postured for future development, under policies and procedures that maximize the use of the available public parking supply, while simultaneously enhancing the economic development of the downtown business corridor and other designated business and/or entertainment districts and

promoting a balanced parking system. The project manager will effectively and efficiently administer and manage the City's Parking Facility and On-Street Parking Operations, inclusive of parking enforcement, parking citation process, parking meter operation and enforcement; staff, resource allocation and maintenance of the city owned parking facilities; assisting in the planning of future City owned or leased parking facilities; formulating and marketing new parking programs; providing staff support to City staff and committees; performing related work as assigned, etc. Exhibit G contains an overview of the Project Manager qualifications.

**Section 8.2    Residency Requirements.** (a) Manager shall require the Project Manager and the Assistant Project Manager to live within a 20-mile radius of 101 City Hall Plaza, Durham, NC (Durham City Hall) throughout the term of the contract. Individuals who are offered employment or who are promoted, transferred or reclassified into employment into the Project Manager or the Assistant Project Manager positions will also be required to reside within a 20 miles of 101 City Hall Plaza, Durham, NC (Durham City Hall).

**Section 8.3    On-Call Staff Designations.** (a) Manager shall require, at a minimum, that the Project Manager and the Assistant Project Manager will be on call twenty-four hours per day, seven days per week and to report to work when situations require.

**Section 8.4    Essential Staff Designations.** It is the policy of the City of Durham to provide essential services during a severe weather event, disaster or emergency in a way that best promotes the welfare of the citizens of Durham and demonstrates a commitment to the safety of all City employees. During such an event, certain City policies and procedures may be modified or suspended by the City Manager as necessary to provide essential health and safety services. During such events:

(a) The Manager shall be required, at a minimum, to designate the Project Manager and Assistant Project Manager and other staff, as deemed necessary, as Essential Personnel. Exhibit H contains the Essential Staff Designation spreadsheet that the Manager is required to submit by October 15<sup>th</sup> of each contract year.

(b) These employees will be required to report to work when the City is closed.

(c) These employees will be required to report to work when the City is operating on a limited or modified service schedule is put into effect by the City Manager.

(d) These employees will be required to report to work in spite of or because of an emergency or disaster event. The City requires these employees to perform their regular or exceptional duties during and immediately following a declared emergency or severe weather event, and employees needed may include those on a normal day off or on scheduled leave who are deemed critical to emergency operations.

(e) The Manager may, at its discretion, provide transportation or lodging accommodations at a downtown hotel to ensure that its essential staff members report to work during a severe weather event, disaster or emergency.

**Section 8.5 Smoking and the Use of Tobacco Products on City Property**

(a) Manager shall prohibit its staff members and subcontractor staff members from smoking and the use of smokeless tobacco on City property consistent with the rules adopted by the Durham County Board of Health. *Regulation of Smoking in Prescribed Areas*  
<http://www.dconc.gov/modules/showdocument.aspx?documentid=4406>

(b) Smoking Definition: The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.

(c) Smokeless Tobacco Definition: A tobacco product that is used by means other than smoking. Examples include chewing tobacco and snuff.

**Section 8.6 Mayor's Youthwork Internship Program** The Durham YouthWork Internship Program offers Durham youth the opportunity to gain work experience and develop skills while connecting with summer jobs in Durham. The program operates through partnerships between the City of Durham, Durham County, Durham Public Schools, the Durham Workforce Development Board and the Raleigh-Durham Electrical Joint Apprenticeship Training Council. These organizations work together to make the program meaningful for worksites.

The Manager will explore making an investment in the Durham YouthWork Internship Program by hiring local youth for summer employment opportunities, if available.

**Section 8.7 Employee Training and Development.** The Manager shall provide a formal training program for all new hires to develop their skills and abilities for achieving quality work performance. The program should involve classroom and field instruction, encourage employee participation, etc. Manager's training program shall include but not be limited to cash handling and cashier training, reporting procedures, maintenance and safety standards and inspections, ticket transactions, professional conduct, customer service and effective communication techniques, dispute handling, OSHA, ethics, diversity and cultural sensitivity, anti-harassment and workplace violence, emergency and safety procedures and security measures. Manager shall provide refresher training courses to existing employees annually and submit a copy of their proposed Training Program.

**Section 8.8 Employee Quality of Service.** Manager shall maintain the highest degree and standards of courtesy on the part of its employees. Employees shall perform assigned duties in an orderly and professional manner. Employees will be able to communicate effectively in English, be respectful of others and not engage in profanity or unsafe or illegal behavior.

**Section 8.9 After-Hours and Emergency On-Call Service and Staff.** The Manager shall provide a 24-hour call service, with bilingual capabilities, to assist all off-street parking users, with scalability to include on-street parkers during the contract period. The call service should work via a call button located on the pay station equipment in the Parking Garages and Parking Lots. The service shall provide instructions on how to use the pay station machines, report equipment malfunctions, including raising the exit gates, current rates and hours of operation, City parking policies, and summon emergency on-call personnel to the machine if call service cannot provide answer to customer question.

**Section 8.10 Staff Recruitment.** If the Manager proposes utilizing a staffing agency for help fulfill its staffing requirements, the City of Durham requires the contractor to utilize a City-approved staffing agency. A list of approved temporary staffing agencies is provided as Exhibit I.

## **ARTICLE IX CLOUD-BASED SOFTWARE APPLICATIONS**

### **Section 9.1 Confidential Information.**

(a) Obligations. For purposes of this Section 9.1, “Customer” refers to the original owner of the Confidential Information. The Manager will: (a) protect any Confidential Information it receives pursuant to its obligations under this Agreement; and (b) not disclose the Confidential Information, except to affiliated, employees, and agents who need to know it and who have agreed in writing to keep it confidential. The Manager (and any affiliates, employees and agents to whom it has disclosed confidential information) may use confidential information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. The Manager is responsible for any actions of its affiliates, employees and agents in violation of this Section.

(b) Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

(c) Required Disclosure. Manager may otherwise disclose Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially responsible efforts to notify the owner of such Confidential Information ; and (b) gives the owner of the Confidential Information the chance to challenge the disclosure.

(d) Third Party Requests. The Manager will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact the Manager only if it is insufficient for Customer's needs.

(e) Data Breach. In the event of a data breach or unauthorized access of Customer’s data, Manager will promptly notify Customer of the breach, including details of its nature, the data compromised, mitigation efforts, and corrective actions to be taken by Manager.

Data Assurances.

(f) Data Ownership. All data uploaded by Customer into or created using the Services used by Customer is owned solely by the Customer and Manager will not access such data unless for the sole purpose of delivering the Services.

(g) Data Access. Customer may access and retrieve all Customer data stored using the Services at its sole discretion, regardless of who created the content and for what purpose.

(h) Deletion of Data. Manager will permanently delete all data and copies of data from its systems when deleted by the Customer or any authorized End User.

Exhibit J contains the Cloud Computing Security Requirements Questionnaire that is to be completed and submitted to the City's Parking Systems Division Manager within ten (10) days after the execution of the contract.

## **ARTICLE X INDEMNIFICATION**

**Section 10.1 Indemnification.** (a) To the maximum extent allowed by law, Manager shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of Manager or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," Manager shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental Laws). "Indemnitees" means City and its officers, officials, independent contractors (excluding Manager), agents, and employees, including its City Manager.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.

(d) Survival. This section shall remain in force despite termination of the Term.

(e) Limitations of Manager's Obligation. Subsection "a" above shall not require Manager to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

(f) Other. Manager shall deliver to City copies of documents served in any legal proceeding arising in connection with the Parking Facility and, whenever requested by City, shall advise City as to the status of such legal proceeding; provided, however, that any such consultation shall not cause Manager to waive any claim of privilege, including, without limitation, attorney-client

privilege. If Manager fails to defend any such legal proceeding, City shall have the right (but not the obligation) to defend the proceeding at Manager's expense. Manager shall not settle any such legal proceeding without City's prior written consent unless the effect of such settlement shall be to release all Indemnitees from all liability with respect to such legal proceeding (and all claims and liabilities asserted therein).

## **ARTICLE XI INSURANCE**

**Section 11.1 Minimum Requirements of Manager's Insurance.** Manager, at its own expense, shall purchase and continuously maintain in effect during the Term an insurance policies with such limits as are customarily maintained by facilities of like-kind in North Carolina, provided that such insurance policy shall contain, at a minimum, the following coverage:

**Section 11.2 Insurance.** – Manager shall maintain insurance not less than the following:

**Commercial General Liability**, covering

- premises/operations;
- products/completed operations;
- broad form property damage;
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract;
- contractual liability;
- independent contractors, if any are used in the performance of this contract;
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement); additional insured coverage shall be primary and non-contributing
- combined single limit not less than \$1,000,000 per occurrence;

**Workers' Compensation Insurance**, covering

- statutory benefits;
- covering employees; covering owners, partners, and officers;
- employers' liability, with a limit of not less than \$1,000,000;

**Automobile Liability Insurance**, covering

- vehicles owned, hired, leased, rented or borrowed by Contractor;
- property damage, bodily injury or death and medical expenses from the use of Contractor owned, hired, leased, rented or borrowed vehicles;
- combined single limit not less than \$1,000,000 per claim applicable to this contract;
- City of Durham must be named additional insured;

**Employee Dishonesty and Forgery**, covering

- negligent acts of Contractor /Contractor staff in regard to performance of services under this contract;

- self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director
- coverage may be provided either by specific policy or as part of the Commercial General Liability Policy
- blanket coverage of \$500,000 with a deductible not greater than \$5,000.

**Insurance shall be provided by:**

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A or better.

**Insurance shall be evidenced by a certificate:**

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage certificates shall be addressed to:

City of Durham, North Carolina  
Attention: Finance Director  
101 City Hall Plaza  
Durham, North Carolina 27701

- Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Manager can begin any work under this contract.

City shall obtain and maintain fire and extended coverage insurance covering the Premises and personal property contained therein. City does hereby waive all rights of recovery, if any, against Manager for damage to, or destruction of, the Parking Garages in the event such damage or destruction is caused by fire or other casualty which can be covered under a standard fire and extended coverage insurance policy, unless such damage or destruction arises from an act or omission of the Manager.

**Section 11.3 City Review of Insurance Requirements.** Insurance requirements are subject to periodic review by the City, and Manager will provide such additional insurance as may be reasonably be required by City, and any additional insurance required is subject to an increase in Manager's management fee.

**Section 11.4 Manager Report Liability Claims.** Not less than quarterly (every three months), Manager shall report to City a list of liability claims that have been received by Manager in connection with this contract, including date, time, place, and description of occurrence, claim number and disposition of the claim.

**Section 11.5 Failure to Maintain Insurance.** If, after fifteen (15) calendar days' written notice and failure to cure, Manager shall fail to obtain or maintain insurance as required in this Agreement, City may, at its option, obtain and maintain such insurance and shall be entitled to prompt reimbursement by Manager for all amounts expended in connection with obtaining and maintaining such insurance. If City does not exercise this option, nothing in this Section shall



relieve Manager of the duty to provide insurance or restrict City in the remedy it may obtain as a result of Manager's failure to obtain or maintain insurance.

**Section 11.6 Adjustment of Losses.** City and Manager shall adjust losses under their respective insurance policies related to the Parking Facility as promptly as practicable and with due regard to the interests of the other party.

**Section 11.7 No Release of Liability.** No acceptance or approval of any insurance policy by Manager or City shall relieve or release the other party from any liability, duty, or obligation under the provisions of this Agreement.

**Section 11.8 Performance Bond.** The Manager shall furnish the City a bond covering faithful performance of the Contract and payment of all obligations to the City or Indemnities arising there under. The bond shall be in the form of Exhibit K of the agreement to provide for any failure to perform or to secure any loss suffered by the City due to the Manager's negligence, failure to perform, or any actions of the Manager's employees or agents.

## **ARTICLE XII DEFAULT AND REMEDIES**

**Section 12.1 Defaults.** The following events shall be deemed events of default by Manager under this Agreement:

- (a) Manager defaults under the Agreement and shall fail to cure such default within the cure period, if any, provided for in such agreement;
- (b) Manager's failure to make any payment when it shall become due to City under this Agreement;
- (c) The failure or refusal of Manager to perform fully and promptly any act or obligation required under this Agreement or to comply otherwise with any term or provision of this Agreement;
- (d) The entry of an order of relief for Manager by a court of competent jurisdiction under any bankruptcy or insolvency laws;
- (e) The entry of an order of appointment by any court or under any Law of a receiver, trustee, or other custodian of the property, assets, or business of Manager;
- (f) The assignment by Manager of all or any part of its property or assets for the benefit of creditors other than its stock or other equity interest in an unregulated subsidiary or joint venture;  
or

(g) The levy of execution, attachment, or other taking of property (other than Manager's stock or other equity interest in an unregulated subsidiary or joint venture), assets, or interest under this Agreement of Manager by process of law or otherwise in satisfaction of any judgment, debt, or claim, unless postponed by appeal, furnishing of bond, or other contest by Manager as permitted by law.

**Section 12.2 Opportunity to Cure.** Upon the occurrence of any of the events of default contained in Section 12.1, Manager shall have fifteen (15) calendar days to cure such default. The cure period begins automatically and without any notice from City.

Upon the occurrence of any other contract default, City shall give Manager written notice of such events and Manager shall have fifteen (15) calendar days to cure such default upon receipt of such written notice.

**Section 12.3 Remedies.** This Agreement shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity, including recovery of all attorneys' fees and court costs. If a default under this Agreement is not cured within the time period set forth in Section 12.2, City may, without further notice or demand, terminate the Term, in which event, Manager immediately shall surrender the Parking Facility to City; and, if Manager fails to do so, City shall have the right, without waiving any other remedy for possession or arrears in payments, to enter upon and take control of the Parking Facility and to expel or remove Manager and any other person who may be occupying the Parking Facility or any part of the Parking Facility. Pursuit of any remedy under this Agreement shall not preclude the pursuit of any other remedy provided for in this Agreement or any other remedy provided in law or equity, nor shall pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any amounts due to City under this Agreement or of any damages accruing to City by reason of the violation this Agreement.

**Section 12.4 Failures to Perform.**

(i) In addition to other remedies provided in this Agreement, if Manager fails to perform its obligations under this Agreement, then, unless otherwise agreed, City may perform whatever action is reasonably necessary to cure the problem at the expense of Manager, provided that:

(ii) City has provided written notice to Manager specifying the action requested and Manager has not commenced the requested work within ten (10) business days following the mailing of such notice by City; or

(iii) City has provided written notice to Manager specifying the action requested and Manager has not completed the requested work within thirty (30) business days following the mailing of such notice by City; provided, in the event that the requested work requires more than thirty (30) business days to complete, Manager shall have a reasonable amount of time to complete the work so long as such work is pursued in a diligent manner.

This Section is not to be construed to restrict City's rights and remedies under other Sections of this Agreement.

Before Manager shall be required to reimburse City for actions done and expenses made arising out of the failure of Manager to comply with this Agreement, City shall provide Manager an itemized invoice with reasonable supporting documentation. Manager shall reimburse City within ten (10) business days following its receipt of such invoice.

**Section 12.5 Emergency.** In the event of an emergency, either party may initiate corrective measures to prevent or mitigate any impending damage to or catastrophic effect on the Parking Facility or danger to natural persons resulting from the destruction or failure of any facility or component of the Parking Facility after (a) making reasonable efforts under the circumstances to notify the other party of the emergency and (b) giving the other party a reasonable amount of time under the circumstances to take corrective action. The parties shall share the costs of such action in proportion to their responsibilities under this Agreement.

**Section 12.6 Force Majeure.** If either party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of an event beyond the party's control and to which event the party made no substantial contribution, then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such party has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure and further provided that such party shall notify the other party of such delay, hindrance, or prevention within three (3) business days after the commencement thereof and within three (3) business days after the expiration thereof. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

**Section 12.7 Non-Waiver.** No delay or omission of City in the exercise of any right or remedy accruing upon any default on the part of Manager shall impair such right or remedy or be construed to be a waiver thereof, nor shall such delay or omission constitute approval of or acquiescence in a breach under this Agreement.

**Section 12.8 Assignment and Default.** If the Manager shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy act or any other applicable laws, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Manager or of all or any substantial part of its properties and shall not cure within fifteen (15) business days, the City may immediately terminate the Term. If the Manager substantially breaches this contract, and shall not cure within fifteen (15) business days, the City may immediately terminate the Term.

## **ARTICLE XIII MISCELLANEOUS**

### **Section 13.1 Termination for Convenience (TFC).**

(a) *Procedure.* Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Manager written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action.

(b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the Manager shall give the City all Work, including partly completed Work. In case of TFC, the Manager shall follow the City's instructions as to which subcontracts to terminate.

(c) *Payment.* The City shall pay the Manager an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Manager. Within 20 business days after TFC, the City shall pay the Manager a one hundred dollar (\$100) TFC fee and for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Manager shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Without limiting any party's right to terminate for breach, Manager may, without cause, and in its discretion, terminate this contract for convenience by giving the City one hundred calendar (100) days written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

**Section 13.2 Local Operations.** All business performed by the Manager related to the City's parking facility and on-street parking enforcement operations are to be conducted in one of the City's Parking Management Offices listed in the definition of parking garage. The Manager's central location for conducting parking facility business shall be at the \_\_\_\_\_ Parking garage. Manager shall have thirty (30) calendar days from the execution of this contract with the City of Durham to open and conduct operations in the Parking Management Offices. All payments, bookkeeping, receipt of applications for accounts, receipt of payments, auditing, and management related to the management of the City's off-street and on-street parking enforcement shall be conducted in one of the Parking Management Offices. The Manager is to provide the address, telephone number, and name of manager in the Durham office.

**Section 13.3 Manager's Identification Signage.** The Manager shall, subject to approval of the City, install neat, attractive signage, in conformance with all applicable City ordinances, indicating the service provided and that the operations and security services are provided by the Manager's company and security firm. The City shall provide and maintain all code-required signage. The Manager shall not install signage without the prior approval of the City of Durham.

**Section 13.4 Personnel, Wages, Benefits and Liveable Wage.** (a) The Manager shall be responsible for all labor associated with the operation of the parking facilities, including attendants and supervision. All employees dealing with the public shall be neatly attired, and shall wear their name on a tag positioned in plain sight on their persons at all times, and shall perform at all times in a courteous manner. Manager's employees may also be required to wear uniforms approved by the City that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. All of the

Manager's employees handling cash shall be bonded in the amount of \$25,000. The Manager shall reimburse the City for the monies lost and/or stolen. The Manager shall remove and replace any employee within 24 hours upon written request by the City. The City has the right to approve all personnel assigned to supervise the parking operations, including but not limited to the review of background checks conducted by the Manager.

(b) Employment Opportunities for Current Parking Management Employees. In preparation for assuming its responsibilities under this Agreement, the Manager shall make a good faith effort to interview any interested current full-time and part-time hourly employees of Lanier Parking Solutions for available employment positions. The wages and benefits offered should at least match those outlined in Exhibits L and Exhibit M or be substantially comparable as determined by the City. Priority for hiring shall be given to all full-time employees and those employees with the highest seniority. The Manager shall notify the City of Durham which employees have been employed and which employees have not been employed within thirty (30) days of the execution of the contract.

(c) Compensation Rates of Employees and Subcontract Employees. The Manager hereby agrees to allocate a minimum of **\$650,643.24** for each year of the Term of contract for all legal and contract required employment compensation, including labor, taxes and benefits for all of Manager's local salaried management employees and subcontract employees working on the Durham contract and all of Manager's hourly employees either directly hired by Manager and/or hired by manager's subcontractor(s). Manager shall maintain the minimum workforce level and compensation rates represented in Exhibit L, "Minimum Workforce and Compensation Rates" during each year of the Term of the Agreement. The Manager will assume all costs associated with salaries. Notwithstanding the minimum workforce and compensation rates shown in Exhibit L, Manager shall be fully responsible for compliance with all applicable federal and state employment payroll requirements. Manager shall require all subcontracts with subcontractors that provide labor services under this Contract to contain the same compensation requirements shown in Exhibit L. This minimum of amount per contract year shall include but not be limited to all salaried and hourly labor as defined above, all payroll related taxes, workers compensation insurance, unemployment taxes, all other employee/payroll related expenses, employee benefits for salaried and hourly employees to include medical insurance, life insurance, and employer matching 401(k).

(d) City of Durham Liveable Wage Rate. For work performed pursuant to this Agreement, Manager shall pay a minimum compensation to its employees, whether fulltime, part time or hourly, equal to or greater than the City of Durham's liveable wage as may be adjusted by the City during the term of this Agreement. Manager shall contractually require its subcontractor(s) to comply with these same requirements for subcontractor employees.

(e) Liveable Wage Enforcement. Enforcement of the required liveable wage rate under this Agreement shall be pursuant to City Ordinance, Section 27.3. In the event of a finding by the City Manager that any employee of Manager has been paid less than the compensation to which the employee is entitled under the city's liveable wage ordinance, Manager shall make restitution to the employee for the amount due. Manager shall also pay liquidated damages to the City in the amount of fifty dollars (\$50.00) per day for each employee so underpaid, provided, however, that

these damages shall not be assessed for wage underpayment violations to any individual which amount to a total of less than one dollar (\$1.00) in any payroll period. Should an employee be found to have been discriminated against for seeking to enforce the provisions of the city's liveable wage ordinance, and if the service worker has been terminated from employment, he or she shall be reinstated upon an order to do so from the City Manager or a judicial officer.

(f) Adjustment of Manager Compensation with Liveable Wage Increases. If during the Term of the Agreement, there is an increase in the liveable wage rate by the City of Durham, Manager shall have the right to request an amendment to the Agreement to adjust compensation to the Manager, if necessary, to accommodate such increase in the liveable wage rate paid to its employees. Within 30 days after being notified by the City of an increase in the city liveable wage rate, Manager shall provide notice to the City that it wishes to execute an amendment to the Agreement. Manager shall provide all necessary accounting, payroll and documentation requested by the City to determine the adjustment amount. Failure to timely request an amendment to the Agreement shall not relieve Manager of its obligations to pay the liveable wage rate as pursuant to this Section 13.4.

**Section 13.5 Survival.** It is understood and agreed that whether or not specifically provided herein, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after the termination of the Term shall survive the Term, whether the Term ends prematurely or by the passage of time, and shall remain binding upon and for the benefit of the parties until fully observed, kept, or performed. Provisions in this Agreement requiring specific rights, duties, or obligations to survive the Term are not to be construed to limit this Section.

**Section 13.6 Good Faith.** The parties to this Agreement agree to cooperate and otherwise act in good faith with respect to the promises and duties contemplated by this Agreement and the efficient and safe operation, management, and maintenance of the Parking Facility and on-street parking enforcement.

**Section 13.7 Notices.** All notices, demands, and requests required or permitted under this Agreement shall, unless otherwise specified, be in writing, sent to the following addresses or to such other address as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this Section:

**(a) As to City: Mailing Address**

Thomas Leathers  
Manager, Parking Systems Division  
City of Durham  
Department of Transportation  
101 City Hall Plaza, 4<sup>th</sup> Floor, Suite 4200  
Durham, NC 27701

**Delivery Address**

Thomas Leathers  
Manager, Parking Systems Division  
City of Durham  
Department of Transportation  
101 City Hall Plaza, 4<sup>th</sup> Floor, Suite 4200  
Durham, NC 27701

**(a) As to Manager:**

Jack Skelton, Vice President  
Republic Parking System

633 Chestnut Street, Suite 2000  
Chattanooga, TN 37450

The City's Parking System Division fax number is 919-560-4561.

Notices, demands, or requests delivered pursuant to this Section shall be deemed to have been properly given if delivered by the method described in (i). As an alternative, they shall be deemed to have been properly given if both delivered by fax and also delivered by a method described in (ii) or (iii):

- (i) Delivered as evidenced by a written receipt of delivery,
- (ii) Delivered by express, registered, or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or
- (iii) Delivered by United Parcel Service or Federal Express.

Each such notice, demand, or request shall be deemed to have been received upon the earlier of

- (iv) The actual receipt, or
- (v) Refusal by the addressee or three (3) Business Days after deposit in the custody of the United States Postal Service if sent in accordance with (ii), or the next Business Day after deposit with the courier if sent pursuant to (iii).

**Section 13.8 Notice of Address Change.** A party shall give the other party notice of any change in address, which notice shall not be effective until five (5) business days after it is given. If an address is no longer valid so that a notice is not delivered when sent by a method described above, but the party has not given notice of the new address, then that notice sent to that address is deemed delivered by that method three days after it is sent Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and its respective successors and assigns.

**Section 13.9 Severability.** If any provision of this Agreement is unenforceable, the remainder of this Agreement shall remain enforceable to the extent permitted by law.

**Section 13.10 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Section 13.11 Choice of Law and Forum; Service of Process.** (a) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This Section 13.11 shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (b) If the Manager is not a natural person (for instance, the Manager is a corporation or limited liability company), this subsection (b) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Manager to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Manager agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The

Manager will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Manager. This subsection (b) does not apply while the Manager maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

**Section 13.12 Covenants of City Not Covenants of Officials Individually.** No covenant, stipulation, obligation, or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation, agreement, or personal liability of any present or future member, officer, agent, or employee of City in such person's individual capacity.

**Section 13.13 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and all prior or contemporaneous oral or written agreements or instruments on the subject matter of this Agreement are merged in this Agreement.

**Section 13.14 Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed to stop, limit, or impair City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**Section 13.15 City Policy.** The City opposes discrimination on the basis of race and sex, and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City contracts.

**Section 13.16 Principles of Interpretation and Definitions** (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Manager" shall include "Contractor".(9) A definition in this contract will not apply to the extent the context requires otherwise.

**Section 13.17 SDBE.** The Manager shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Manager to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Manager. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Manager has failed to comply with the provisions of the Contract, the City Manager shall notify the Manager in writing of the deficiencies. The Manager shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies."



It is stipulated and agreed that those two quoted sentences apply only to the Manager's alleged violations of its obligations under Chapter 26 and not to the Manager's alleged violations of other obligations.

**Section 13.18 ADA Requirements.** The Manager shall monitor and manage the facilities for compliance with the provisions of accessible parking accommodations at all times as required by Title III of the Americans with Disabilities Act and the North Carolina State Building Code. The Manager shall notify the City in writing of any modifications to the facility (ies) needed to meet such requirements. The Manager shall endeavor to promptly comply with all requests and complaints' regarding accessibility to the City's parking facilities in accordance with Title III of the American Disabilities Act of 1990. The Manager shall advise, cooperate with, and assist the City in correcting any circumstance regarding provisions of the ADA. The Manager will record and promptly report to the City in writing any request, comment, or complaint regarding accessibility to the parking facilities. Manager shall have no obligation to make any capital improvements to the Parking Facility that is required by applicable law, including the ADA.

**Section 13.19 No Third Party Rights Created.** This Agreement is intended for the benefit of City and Manager and not any other person.

**Section 13.20 Modifications.** A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law.

**Section 13.21 Bearing of Costs.** Where this Agreement provides for an action to be taken or an expenditure to be made, it shall be construed, unless the context requires otherwise, to require Manager at its own expense, not City, to take that action or make that expenditure, including but not limited to costs of utilities, services, equipment, inventory, supplies, and other personal property required or convenient to comply with its duties and obligations under this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

ATTEST: CITY OF DURHAM

\_\_\_\_\_

By: \_\_\_\_\_

preaudit certificate, if applicable \_\_\_\_\_

STATE OF TENNESSEE

ACKNOWLEDGEMENT BY REPUBLIC  
PARKING SOLUTIONS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_ personally appeared before me this day and acknowledge that he or she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its \_\_\_\_\_ President, whose name is \_\_\_\_\_, Sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

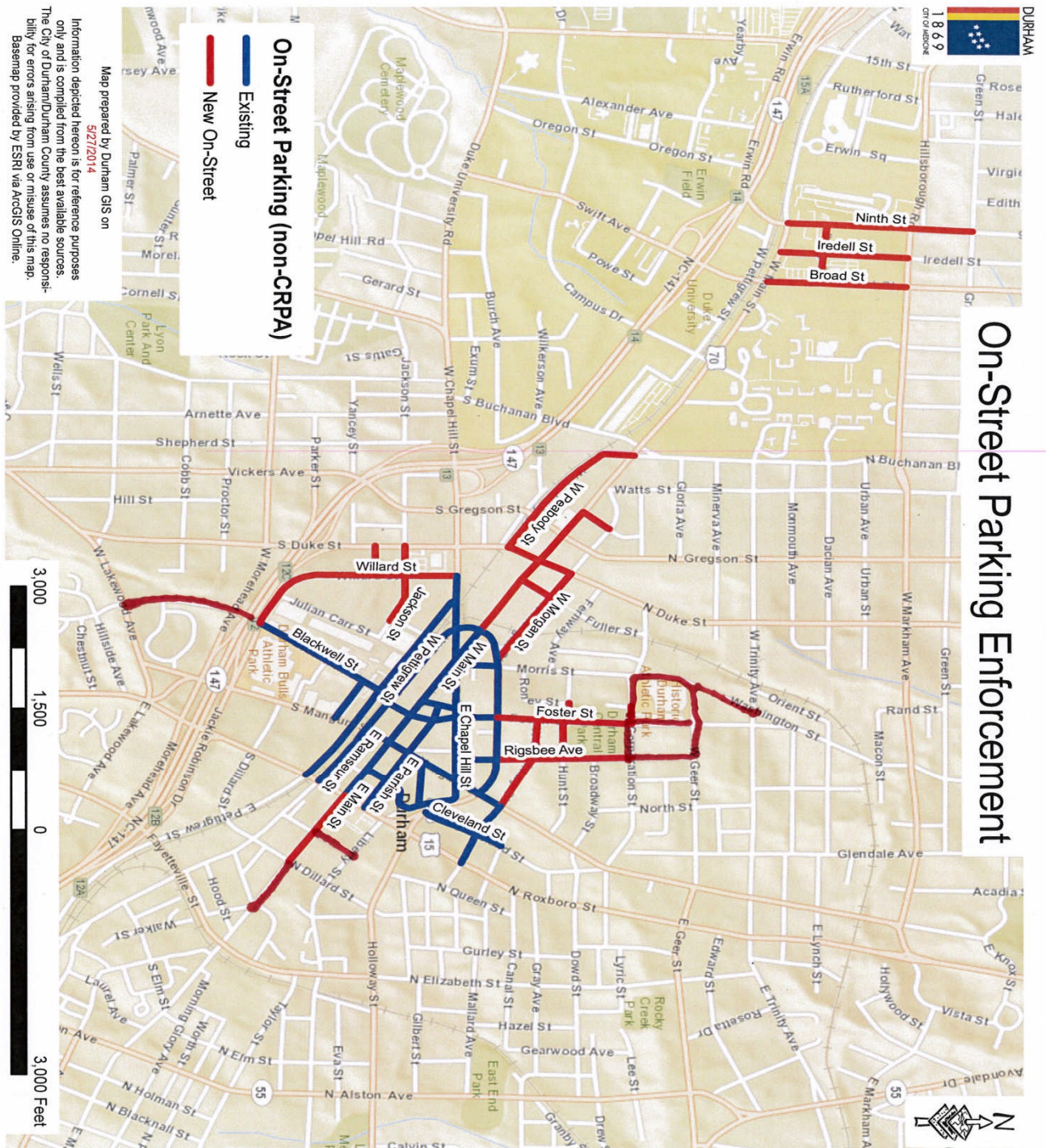
This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

**EXHIBIT A**  
**MAP OF ON-STREET PARKING ENFORCEMENT AREAS**



## EXHIBIT B

### PARKING FACILITY REGULATIONS AND HOURS OF OPERATION AND SCOPE OF SERVICES

The Manager is responsible for operating and managing the following in the most proactive, efficient, effective, prudent and responsible manner and within parking industry best practices:

1. On-street parking, which includes enforcement, meter collections, marketing, maintenance and repairs;
2. On-street controlled residential parking program for areas designated by the City Council, including, but not limited to areas around Duke and North Carolina Central universities;
3. Off-street parking, which includes enforcement, meter collections, marketing, maintenance, permit management and issuance, revenue control equipment, and repairs;
4. A Special Event Parking Program
5. Develop and implementation of a highly functioning and accessible parking database and information system.

The Manager will recognize that the City's parking assets are relative to economic development, and quality of life. The Manager will be held responsible for accomplishing the following goals (not all-inclusive).

A. On-Street Parking Program

- i. to improve the citation collection rate;
- ii. to enforce parking regulations in compliance with City ordinances;
- iii. to manage a limited resource by creating turnover of public parking spaces;
- iv. to maintain traffic within residential areas, discouraging non-residents from utilizing residential streets during hours of enforcement;
- v. to provide assistance and consultation to the City as necessary;
- vi. to provide sufficient personnel to issue citations at the level of enforcement specified by the City of Durham;
- vii. to provide financing for the procurement of new support vehicles and computer equipment, including handheld ticket writing devices;
- viii. to provide special training for all enforcement personnel;
- ix. to provide towing and immobilization services;
- x. to improve and handle all customer service associated with the enforcement of the On- Street program;
- xi. to provide daily, weekly, monthly, quarterly and annual reports, as required by the City of Durham;
- xii. to handle the adjudication process for all parking citations issued; and upon installation of parking meters, to be responsible for the collection, counting and depositing of revenue.
- xiii. Collections of such shall be performed no less than daily and more often if collection unit is full. All collections shall be deposited on the day of collection into the designated City bank account.

B. Off-Street Parking Program

- i. to improve and handle all customer service associated with the operations of the Off-Street program;
- ii. to work with City staff to develop Special Events parking plan and matrix;

- iii. to ensure that the full scope of services, as described herein, are provided with consistency;
- iv. to establish and implement sound management operations, which are effective in meeting financial, asset management and security goals and objectives;
- v. to work cooperatively with City staff, stakeholders, and others with a vested interest in the City of Durham;
- vi. to enhance maintenance and security, providing clean, safe parking options to citizens and visitors of downtown Durham;
- vii. to provide recommendations to the City of Durham which may result in increased revenue, reduced costs and/or best use of spaces;
- viii. to provide corporate resources for consulting services related to other City parking matters; and
- ix. to provide an attractive and secure environment at all City of Durham parking facilities.

C. Special Event Parking

- i. The use of parking management during special events to encourage a more efficient use of existing parking facilities and to improve the quality of service for users.
- ii. Variable staffing schedules; created to maximize the economic value to the City and ensure exceptional customer service levels will be reached during all events.
- iii. Staffing maps detailing adjustable staffing levels for all crowd sizes; from sell out to inclement weather event days.

1) Off-Street Operations: Manager will make parking in the garages available for monthly and hourly parking use and special events as directed by the City. The specific hours of operation of each parking garage is currently as follows:

- Chapel Hill Street Garage: 8:00am until 7:00pm, Monday through Friday
- Church Street Garage: 8:00am until 7:00pm, Monday through Friday
- Corcoran Street Garage: 8:00am until 7:00pm, Monday through Friday
- Durham Centre Garage: 8:00am until 7:00pm, Monday through Friday
- City Hall Annex Garage: Restricted Card-Access Only, 24 hours per day, 7 days per week
- Special Event Hours: After 7:00pm, Monday through Thursday  
7:00pm on Friday until 7:00am on Mondays  
All day on City holidays
- Limited overnight parking is currently permitted for special circumstances (for example those customers who have a residence in the downtown area).

At the City's sole option, the City may direct the Manager to change operating hours and days and its rules on overnight parking. The Manager shall commence full operation of the facilities with 24 hours of written notice from the City.

2) On-Street Operations: The City requires parking enforcement employees to be in the field between 8:00am and 6:00pm. Timed zone spaces are enforceable according to the signage. The City requires at least one enforcement employee to be in the field between 5:00pm and 2:00am to provide on-street enforcement of parking in the neighborhoods shown on Exhibit D "Maps of Controlled Residential Parking Areas", including those areas adjacent to Duke University and North Carolina Central University campuses where residential parking permits are required. During the first year of the contract, the Manager will be required to parking on-street parking enforcement in the neighborhood adjacent to Northwood Street between 5:00pm and 2:00am where residential permits will be required.

During the term of the contract, the Manager shall perform overall management of on-street parking including parking enforcement, citation processing, the appeals process, meter maintenance, sales of parking validation, etc. While the City is flexible with respect to certain elements of its proposed relationship with the Manager, the City has certain preferences for that relationship and has developed the following proposed model for that relationship.

The Manager shall:

- Enforce parking regulations in compliance with the City of Durham Code or Ordinances;
- Manage a limited resource by creating turnover in public parking spaces; and
- Maintain and manage traffic within certain residential areas by discouraging non-residents from parking on residential streets for extended periods of time.

In regards to parking enforcement, the Manager shall:

- Enforce parking regulations relating posted time restrictions in metered and unmetered on-street parking spaces in areas designated by the City. Enforcement activities include electronic and paper ticketing, vehicle immobilization, etc. The City may adjust the geographic locations for enforcement activities in its sole discretion;
- Manage any City-owned single or multiple metered parking spaces that may implemented during the term of the contract;
- Install and maintain any on-street single or multiple space parking meters that may be purchased by the City during the term of the contract;
- Issue Controlled Residential Parking Permits pursuant to the City of Durham Code of Ordinances;
- Establish designated patrol routes for its enforcement officers;
- Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas;
- Enforce parking regulations for special events in designated areas within the downtown corridor;

3) Special Events: The Manager shall provide staffing of Parking Garages for special events based upon venue demand and approved by the City. The Manager shall pay event

wages of \$15.78 per hour per attendant provided at those special events, which rates would be paid by the City. Those rates shall remain in effect for the Term. The attendants would not be City employees. The Manager shall provide staffing of special events upon 24-hour notice by the City. If a special event is scheduled, the Manager may be required to make special event programming. These events include, but are not limited to activities held at the Durham Performing Arts Center, the Durham Bulls Athletic Park, the Carolina Theatre, Durham Convention Center, Durham Armory, Durham Arts Council, American Tobacco Campus, 21c Museum Hotel, A-Loft Hotel, Hotel Durham, Durham County Government, City of Durham, various street festivals, etc.

4) Space Allocation: The City shall have the right to allocate the available spaces per facility for daily/hourly and monthly parking. Current patrons, when applicable, shall not be excluded from use except for failure to pay rental fees in a timely manner or as directed by the City Manager. The Manager will allocate parking spaces in accordance with this contract and as adjusted by the City Manager in writing.

5) Security: The Manager shall be responsible for security in the garages. This is to include that the Manager shall immediately notify the police when the Manager observes, or is informed of, any suspicious or illegal activity in any facility. Additionally, the Manager shall in a timely basis report any and all significant incidents requiring police intervention to the City's Contract Administrator. The City shall specify the exact hours for security. The current level of security is as follows:

- i. All garages: 6:00 p.m. until 7:00 a.m. seven days per week
1. Staffed by, a minimum of one guard per garage.
- ii. The Manager may propose the installation of monitoring equipment. If monitoring equipment is installed, the Manager shall be responsible for monitoring all security equipment during operating hours.

6) Facility Use: The parking facilities will be used by the Manager for the operation of parking functions only and may not be used by the Manager for any other activity, including but not limited to, advertisement, assembly, or storage without specific written approval of the City.

7) Utility Service: The Manger will be responsible for the cost of operating and furnishing a telephone in each staffed facility, including the emergency telephones.

8) Overdue Accounts: The Manager shall close parking garage space rental accounts more than six weeks overdue and access cards/devices shall be deactivated. Persons opening new accounts shall be charged for access card/device at the rate set by the City Council. Patrons shall be charged lost card/device fees at the rate set by the City Council. The Manager shall charge parking rates in accordance with the rates passed by City Council.

9) Signage/Enforcement: The Manager shall enforce the parking restrictions by appropriate methods such as towing, provided the Manger shall first obtain the City's consent before adopting any enforcement method. The Manager shall provide and install all signs that are necessary or appropriate for the following purposes (a) to allow enforcement of parking restrictions, (b) to warn persons of malfunctioning equipment (c) to warn persons of hazards



(including but not limited to hazards caused by weather and accidents). Nevertheless, no signage may be installed by the Manager without prior approval of the City.

10) Regulations: The Manager shall comply with all applicable Federal, State, and local laws, statutes, ordinances, and regulations. Without limiting the foregoing sentence, it is agreed that the Manager shall be responsible for complying with all applicable laws and regulations for cleanup of accidents, fires, or other events that may cause spillage of hazardous materials or liquids requiring special control and cleanup from vehicles or occupants of the facilities. The City may reimburse the Manager once all avenues of insurance have been exhausted. The Manager shall attach copies of all permits and licenses or other proof of compliance with all laws and regulations for operation of the parking facilities.

11) Validations: The Manager, subject to City of Durham approval, shall offer validation parking; coins or ticket vouchers are allowing a patron to pre-purchase hourly parking at the rate set by the City Council.

12) Property Taxes: Any equipment or fixtures used or installed by or for the Manager in the facilities shall be subject to ad valorem property taxes.

13) Site Inspection: The Manager has fully inspected the parking facilities before it executed this contract. No plea of ignorance by the Manager of conditions that exist will be accepted as the basis for varying the requirements of this contract.

14) Dispute Resolution: All disputes between the Manager and the City shall be settled internally with the appropriate City staff making the final determination and through the following chain of command: 1) Parking Contract Administrator; 2) Parking System Division Manager; 3) Assistant Director of Transportation; 4) Director of Transportation and 4) City Manager.

15) Damage to Public Property: The Manager shall immediately report to the City's Contract Administrator any unsafe conditions in and damage to the City's parking facilities.

16) Operating Costs: The Manager shall pay for all operating costs incurred due to the usage of the City's three parking garage facilities and parking lot #8 including but not limited to the following costs: electricity, water, and sewer. The Manager shall maintain full electrical illumination of all areas of the garage(s) at all times in an energy-efficient manner. The Manager will be responsible for and bear the cost of replacement light bulbs and fuses. The Manager shall repair ballasts, time clocks, contactors, fuses, and other control equipment for lighting. The Manager shall notify the City of any outages or problems with lighting. The Manager shall inspect and verify that full illumination from sunset each day to sunrise the following day is provided, unless directed otherwise in writing by the City.

17) Custodial Service: The Manager shall provide custodial services in all the parking facilities (including Parking Garages and Parking Lots identified in Section 1.1 of the Agreement. The custodial services required are provided in Exhibit E (Detail of Responsibilities). The Manager shall provide daily custodial services throughout the parking

garage(s), including stairways, elevators, all parking and driveway areas, and storage areas, each day of operation. The Manager shall provide maintenance for all storm drains, sanitary sewer and water service. The Manager will be responsible for custodial services for the booths and for the cost of sewerage blockages in the drains from the plumbing facilities in the garages.

**EXHIBIT C**  
**SECURITY REQUIREMENTS**

- (a) The Manager shall be responsible for security in the garages. Staffed by a minimum of four security officers that cover the four Parking Garages. This is to include immediate police notification in response to all requests for assistance or observation of any suspicious or illegal activity in the facility.
- (b) The Manager shall in a timely basis report any and all significant incidents requiring police intervention to the Manager of the Parking Systems Division.
- (c) The Manager, if directed by the City, shall retain a firm regularly providing Security Services as an independent subcontractor to regularly patrol the parking facilities. The City shall specify the exact hours for security. The minimum level of security is as follows:
  - Chapel Hill Street Garage: 6:00p.m. until 7:00 a.m. seven days per week, including holidays
  - Church Street Garage: 6:00p.m. until 7:00 a.m., seven days per week, including holidays
  - Corcoran Street Garage: 6:00p.m. until 7:00 a.m., seven days per week, including holidays
  - Durham Centre Garage: 6:00p.m. until 7:00 a.m., seven days per week, including holidays

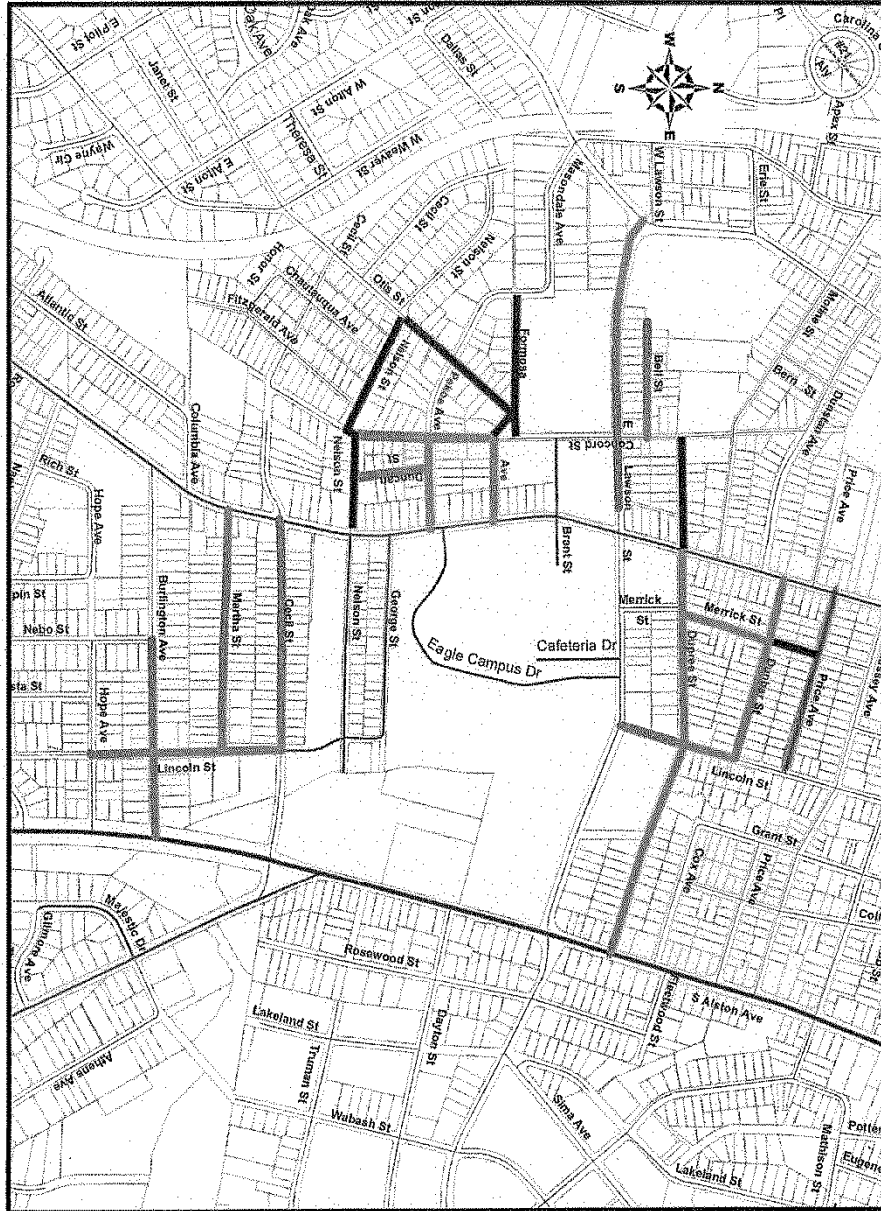
**EXHIBIT D**  
**MAPS OF CONTROLLED RESIDENTIAL PARKING AREAS**



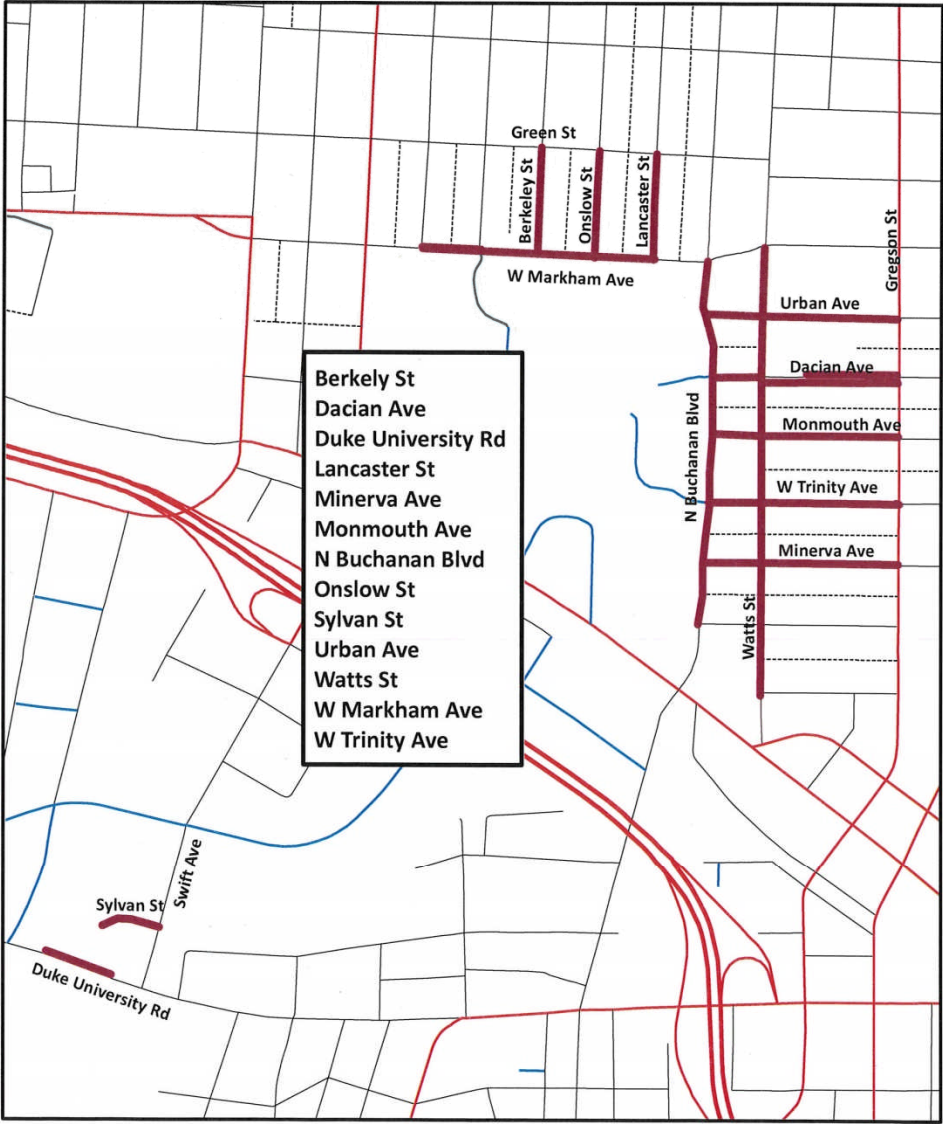
DURHAM  
City of Durham  
Department of Transportation  
Controlled Parking Residential Area 'A'  
New Approved Street Blocks  
05/24/11  
CA Carden

0 250 500  
Feet

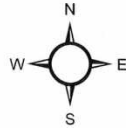
**Legend**  
Controlled Parking Residential Area (CPRA) 'A'  
Approved 05/2011 CPRA 'A'  
Pre-existing CPRA 'A'



# Controlled Parking Residential Area (CPRA) B



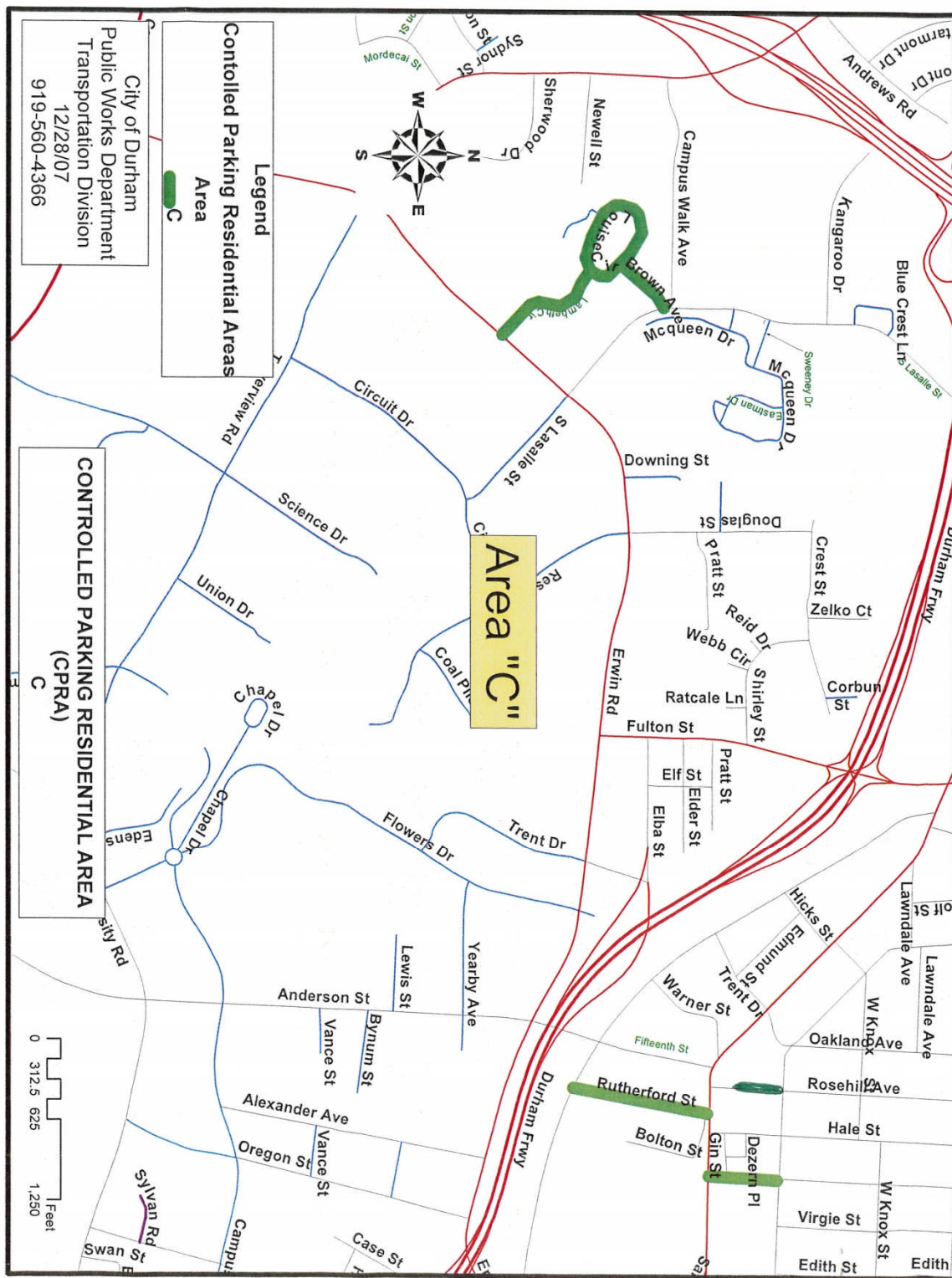
**CITY OF DURHAM**  
 Department of Transportation  
 101 City Hall Plaza  
 Durham, NC 27701  
 919-560-4366  
 8/21/13



0 500 1,000  
 Feet

## Legend

— CPRA B Street



### EXHIBIT E

ACTIVITY	CONTRACTOR RESPONSIBILITY	CITY RESPONSIBILITY	ACTIVITY SCHEDULE/COMMENTS
<b>Electrical/Lighting/Power</b>			
1) Perform any and all motor lubrication, make adjustments, and follow manufacturer's recommendations for scheduled maintenance.	X		Per manufacturer's specifications or within 24 hours after Contractor notices or is notified by City
2) Repair or replace loose, damaged and missing conduits and supports	X		With five (5) working days after Contractor notices or written notice by City.
3) Replace thermostats and switches	X		Within 24 hours after Contractor notices or is notified by City
4) Replace electrical system to include conduit, wiring, and panels with breakers.		X	Within 72 hours of damage or written notice by City.
5) Replace and/or repair malfunctioning, damaged, and missing ballasts and lamps (to include LED Fixtures)	X		Within 24 hours after Contractor notices or is notified by City
6) Clean light fixtures and lenses.	X		Monthly
7) Replace or repair loose or failing light fixtures and lenses.	X		Within 24 hours after Contractor notices or is notified by City
<b>Cleaning</b>			
1) Sweep and mop all floors in all stairwells, office areas, cashier booths, bathrooms and elevator lobbies, mechanical rooms, and utility rooms.	X		Daily
2) Clean all glass surfaces: all doors, windows, cashier booths, and give special attentions to elevators and stairwells.	X		Weekly
3) Sweep decks and parking areas with power sweeper.	X		Monthly
4) Flush decks and each drain: wet-vac any standing pools of water.	X		Quarterly
5) Clean doors, casings, railings, counters, and door hardware.	X		Monthly
6) Clean plastic, metal, and illuminated signs.	X		Monthly
7) Vacuum floors, cabinets, and all surfaces of mechanical room.	X		Quarterly
8) Clean window grilles.	X		Quarterly
9) Dust walls in stairwells and wet-vac any standing pools of water in stairwells.	X		Biweekly

10) Empty and clean waste receptacles and ash urns.	X		Daily
11) Remove all litter and debris from interior and exterior of garages.	X		Daily
12) Sweep and vacuum sidewalks inside the garages.	X		Biweekly
13) Dust and wash exterior cashiers' booths, revenue control equipment, and bike lockers.	X		Dusting: Weekly Washing: Monthly
14) Landscaping - keep planter boxes free of trash, pull weeds, trim hedges	X		Monthly
15) Sweep Main Pedestrian Area	X		Daily
16) Pressure wash floors	X		Annually
17) Exterminate all rodent and pest infestations and clean up after exterminations.	X		Within 24 hours after Contractor notices or is notified by City
<b>Elevators</b>			
1) Check for Normal Operations	X		Daily
2) Check Indicators/Lights	X		Daily
3) Preventative Maintenance Services	X		Quarterly
4) Replacement of Parts/Repairs	X		Within 24 hours after Contractor notices or is notified by City
<b>Inspections</b>			
1) Inspect lighting	X		Weekly
2) Inspect drainage.	X		Monthly and after major storms
3) Inspect for cleanliness of entire facilities.	X		Daily
4) Inspect curb and beams.	X		Each spring
5) Inspect all mechanical and electronic equipment.	X		Weekly
6) Inspect fire extinguishers.	X		Annually
7) Inspect fire alarm system	X		Annually
8) Inspect standpipe system	X		Annually
<b>Service Agreements</b>			



1) Service agreements will be maintained at all times on traffic and revenue control equipment, monitoring systems, and all other mechanical/electronic equipment.	X		Service agreements on all mechanical and electronic type equipment must be maintained at all times. The Contractor must contract with companies acceptable to the City. Copies of all agreements must be submitted to the City prior to the execution of the agreement.
<b>Vehicles</b>			
1) Wash security vehicle(s).	X		Biweekly and when dirty.
2) Repair security vehicle(s).	X		Within 24 hours of damage or failure.
3) Schedule maintenance.	X		Per manufacturer's recommendations.
<b>Painting</b>			
1) Paint interior surfaces when peeling or flaking occurs in any area of 900 square feet or less.	X		Within 14 days of Contractor noting deterioration or written notice by the City (weather permitting).
2) Handrails, Guardrails, Metal Supports, Columns, brackets, door frames,& Doors, pipes, other metal, light poles, booths, gate arms, parking striping, directional lines, curbs, touch-up painting	X		Annually
3) Walls, Ceilings, & stairs		X	Annually (As budget permits)
4) Signs	X		Monthly
5) Remove graffiti using proper techniques/equipment.	X		Within 24 hours of damage or failure.
<b>Paving Markings</b>			
1) Repaint all pavement, curb, post, and island markings.	X		2nd year of agreement and 1st extension year (if extended).
<b>Miscellaneous Repairs</b>			
1) Replace glass.	X		Within 24 hours after Contractor notices broken glass or written notice by the City.
2) Repair gate arms.	X		Within 24 hours after Contractor notices a broken gate arm or written notice by the City.

3) Repair or replace all handrails, door glass, door hardware, and door keys.	X		Within 24 hours after Contractor notices need for repair or written notice by the City.
4) Inspect and repair masonry joints and flashings.	X		Inspect: semi-annually Repair: as needed
5) Inspect and recaulk joints.	X		Semi-annually
6) Any and all repairs to keep the property in an efficient operating condition.	X		As necessary
<b>Plumbing</b>			
1) Check and clean interior drains and collection pits.	X		Monthly
2) Check and clean roof drains.	X		Monthly
3) Maintain and repair standpipe system.		X	Within 72 hours of damage or written notice by City.
4) Make minor plumbing repairs such as fixing pipe leaks, replacing washers, and fixing toilets.		X	Within 72 hours of damage or written notice by City.
5) Make major plumbing repairs which are not the result of carelessness or misuse by Contractor or its employees; such repairs include replacement of standpipe system or replacement of hot water tank.		X	Contractor has responsibility for notification.
6) Inspect backflow prevention equipment.	X		Annually
7) Replace broken or missing drain covers.	X		Within five (5) working days after Contractor notices need or written notice by City.
8) Clean drainage system when required.	X		Within 48 hours of problem being notices by Contractor or written notice from City.
9) Drain and shut off wash down system each fall and after each use.	X		After each use.
<b>Concrete and Asphalt</b>			
1) Patch concrete or asphalt breakups using proper base/sub base procedures.	X		Contractor notifies City of situation.
2) Repair minor damage to curbs and beams.	X		Within 30 days of damage or written notice by City.
3) Repair/replace spalling concrete (structural repairs).		X	As needed
4) Seal decks.		X	As budget permits
<b>HVAC</b>			

1) Repair any and all malfunctioning heating, venting, circulating, or cooling units at garages, including units located in cashier booths.	X		Within 24 hours of malfunction or written notice by City.
2) Apply preventative maintenance applicable to HVAC units.	X		As described in the maintenance manual by manufacturer of HVAC unit.
3) Change air compressor oil.	X		After every 500 hours of operation.
4) Replace HVAC units where damage was not caused by the Contractor or its employees.		X	Preventive Maintenance records should be provided to the City to support replacement needs.
<b>Snow and Ice Removal</b>			
1) All decks and stairways to be kept free of ice.	X		Parking Contractor to provide and apply ice melt in decks and in stair ways.
2) Clear walkways which are otherwise normally maintained by Contractor.	X		Parking Contractor to clear walkways and provide and apply ice melt
3) Disperse Ice Melt.	X		Parking Contractor to provide ice melt.

#### **DETAIL OF MAINTENANCE AND CLEANING RESPONSIBILITIES**

**EXHIBIT F**  
**NPA PARKING MAINTENANCE MANUAL**

## **EXHIBIT G**

### **OVERVIEW OF CONTRACT PROJECT MANAGER QUALIFICATIONS**

The City of Durham is requiring the Manager to provide an experienced parking professional to serve as the Contract's Project Manager. This individual will serve under the general direction and oversight of the City's Parking Systems Division Manager and will serve as a key management partner providing: organizational leadership; full line management; fiscal oversight; planning and operational implementation; business management; and policy development and recommendations to achieve City objectives related to parking management as it supports the public objectives of economic development and transportation management. The contracted Project Manager ensures the City's parking facilities are operated, maintained, fiscally managed, and postured for future development, under policies and procedures that maximize the use of the available public parking supply, while simultaneously enhancing the economic development of the downtown business corridor and other designated business and/or entertainment districts and promoting a balanced parking system. The project manager will effectively and efficiently administer and manage the City's Off-Street and On-Street parking programs, inclusive of parking enforcement, parking citation process, parking meter operation and enforcement; staff, resource allocation and maintenance of the city owned parking facilities; assisting in the planning of future City owned or leased parking facilities; formulating and marketing new parking programs; providing staff support to City staff and committees; performing related work as assigned, etc.

The Manager shall employ a qualified and experienced project manager with a minimum of five years of experience in the management, operation, and maintenance of Parking Garages, Parking Lots, and multi-space parking meter pay stations to administer the executed Contract. The Manager shall provide an on-site full-time professional manager with experience and skills needed to operate a comprehensive parking program. Credentials for this staff person must be provided prior to the person being assigned to the City. Minimum criteria are experience with similarly sized operations and demonstrated ability to manage a diverse system. The City reserves the right to have this person replaced if their work performance is unsatisfactory in the opinion of the City."

The following list represents some of the essential functions of the Project Manager position:

- Manages the City's off street parking programs to meet the City's current and future parking needs and to maximize City revenues
- Manages the On-Street Parking Enforcement Program including the Preferential Permit Parking Program
- Manages parking meter operations, maintenance and revenue collection
- Manages City employee parking program including supervising allocation and use of employee parking facilities and issuance of parking passes and permits
- Develops and implements all aspects of parking operations and maintenance including bids, contracts, contractor selection, contract negotiation and contract preparation
- Supervises contractor compliance with contract terms
- Develops and prepares comprehensive plans to satisfy future needs for parking related services and facilities

- Develops and implements policies and procedures
- Analyzes present and future parking needs and develops and implements appropriate solutions
- Supports and guides parking commissions, committees and business groups
- Liaison with City work teams committees, neighborhood and business group meetings to provide parking expertise
- Provides assistance in parking related matters to developers, businesses and citizens
- Resolves parking related problems and responds to inquiries concerning parking related matters, including legislation
- Prepares and monitors budgets, revenue projections and other financial statements
- Analyzes financial information and examines the financial feasibility of parking programs
- Audits parking operations; selects staff; plans, organizes and assigns work
- Develops and establishes work methods and standards
- Conducts or directs the conduct of staff training
- Reviews and evaluates employee performance
- Recommends disciplinary actions
- Prepares written reports, contractual documents and correspondence
- Makes oral presentations
- Develops and implements educational/informational programs

The City of Durham desires a strategic parking professional who is a creative and entrepreneurial strategic thinker who can effectively and efficiently balance the tactical or operational aspects of the job with the being strategic in his/her planning. To this end, the desired project manager should execute broad and long-range approaches to problem solving; make decisions through objective analysis, thinking ahead, and through effective planning; think in multiple time frames, etc. It is desired that the proposed project manager be able to:

1. Anticipate
  - a. Look for emerging and industry-changing information at the periphery of the parking sector
  - b. Search beyond the current boundaries of our business
  - c. Build wide external networks to help you scan the horizon better
2. Think Critically
  - a. Reframe problems to get to the bottom of things, in terms of root causes
  - b. Challenge current beliefs and mindsets, including your own
  - c. Uncover hypocrisy, manipulation, and bias in organizational decisions
3. Interpret
  - a. Seek patterns in multiple sources of data
  - b. Encourage others to do the same
  - c. Question prevailing assumptions and test multiple hypotheses simultaneously
4. Decide
  - a. Carefully frame the decision to get to the crux of the matter
  - b. Balance speed, rigor, quality, and agility. Leave perfection to higher powers
  - c. Take a stand even with incomplete information and amid diverse views
5. Align
  - a. Understand what drives other people's agendas, including what remains hidden

- b. Bring tough issues to the surface, even when it's uncomfortable
  - c. Assess risk tolerance and follow through to build the necessary support
6. Learn
- a. Encourage and exemplify honest, rigorous debriefs to extract lessons
  - b. Shift course quickly if you realize you're off track
  - c. Celebrate both successes and (well-intentioned) failures that provide insight

The qualities of the strategic leader the City desires in the project manager is an individual who is able to assess and create opportunities for the future and implement actions that support business goals. For your reference and consideration, the chart below illustrates the qualities of a strategic leader and thinker.

Strategic Leaders/Thinkers are . . .	Tactical Leaders/Thinkers are . . .
<b>Future-based:</b> They anticipate change and look for opportunities that may arise.	<b>Reactive:</b> They rarely initiate ideas and wait to be told what to do or what actions to take.
<b>Curious:</b> They are interested in what is going on throughout their department, organization, industry, and the larger business environment.	<b>Isolated:</b> They typically work without input from others or without understanding others' goals and objectives.
<b>Long-term focus:</b> They are willing to invest today to gain a better outcome tomorrow.	<b>Short-term focus:</b> They often do not consider the potential impact of an action on long-term goals.
<b>Willing to Take Risks:</b> They aren't limited to past or current thinking and are willing to try new methods.	<b>Cautious:</b> They fear changing or challenging the status quo.
<b>Able to prioritize:</b> They do not equate being busy with being effective. They place a high value on projects with the potential for great impact and return.	<b>Unable to prioritize:</b> They often treat all tasks equally without regard to impact.
<b>Nimble:</b> They are able to adjust and modify their approaches.	<b>Inflexible:</b> They may be unwilling to alter their plans even when adjustments could yield a better return.
<b>Life-Long Learner:</b> They proactively seek knowledge and skills and are willing to teach others.	<b>Satisfied:</b> They normally are not interested in learning new things or methods, and are content with their current capabilities.
<b>Creative:</b> They consider unorthodox ideas.	<b>Predictable:</b> They often stick with familiar paths.

Adapted from Woolsey, Blake. "8 Characteristics of a Strategic Thinker." Bright Thoughts 12 July 201

**EXHIBIT H**  
**ESSENTIAL STAFF DESIGNATIONS**



[illegible]

**EXHIBIT I**  
**CITY OF DURHAM APPROVED STAFFING AGENCIES**

## **Professional Temporary Staffing Firms Pool**

### **1. 22<sup>nd</sup> Century Technologies, Inc**

Eva Gaddis-McKnight, Administrator  
120 Penmarc Drive,  
Suite 118  
Raleigh, NC 27603  
(800) 517-8408  
[govt@tscti.com](mailto:govt@tscti.com)

TSCTI has provided IT and temporary staffing to Government agencies for over fifteen years, incorporated in 1997 in New Jersey as S-Corporation. TSCTI has proven ability and has a number of prestigious Government and corporate staffing contracts making them fully capable to fill jobs including yet not limited to:

- Administrative Assistant
- Accounting Technician
- Data Entry Operator
- Security Investigator
- Security Services Officer
- Executive Assistant
- Custodian
- Job Scheduler/Events Attendant
- Mailroom Assistant
- Support Analyst

### **2. Abacus Corporation**

610 Gusryan Street  
Baltimore, MD 21224  
(410) 633-1900

Abacus offers a wide range of management solutions currently employing more than 12,000 service employees in a wide range of classifications, annually, with comprehensive services and competitive rates. Abacus has been proudly serving the diverse needs of state agencies and municipalities for more than sixty years with positions within categories including but not limited to:

- Project-Based Contingent Staffing
- Temp-Perm Placement
- Permanent Placement Services
- Workforce Management

### **3. Accounting Principals**

5400 Trinity Road

Suite 204  
Raleigh, NC 27607  
(919) 828-3940

Accounting Principals holds over 70 branches in North America and is a leader in finance and accounting staffing contracts, contract-to-hire, and direct hire placement services. Accounting Principals' staff work closely with our candidates to understand their needs and applies industry expertise to make quality matches for clients. Human Resource, among other categories, include but are not limited to the following:

- Human Resource Directors
- Recruiting Specialists
- Contracts Administration Specialists
- Workers Compensation Biller/Collections
- Office Managers
- Administrative Assistants
- Data Entry Specialists
- Insurance Specialists
- Advanced Word Processors
- Claims Supervisors

**4. Avant**

5011 South Park Drive  
Suite 250  
Durham, NC 27713  
(919) 361-2056  
[triangle@avant.jobs](mailto:triangle@avant.jobs)

AVANT's core purpose is to help the people and the companies of our community to prosper, by matching the right candidate with the right job, at the right time. A local company based in Durham, North Carolina, AVANT is a third party certified sustainable corporation that adds value to the residents and businesses that it serves by encouraging and increasing current community involvement through candidates and business associates. A breakdown of employed categories includes but is not limited to:

- Project Managers
- Laborers
- Clerical

**5. AppleOne Employment Services**

Angela Williams  
5511 Capital Center Drive,

Suite 104  
Raleigh, NC 27606  
(919) 836-1340  
[anwilliams@appleone.com](mailto:anwilliams@appleone.com)

AppleOne Employment Services is a fully integrated staffing vendor, providing a broad scope of services, including temporary, temporary-to-hire, and direct hire placements, payrolling services, managed services programs, vendor management services, and Web-based workforce management tools. These services provided by AppleOne include but are not limited to the following:

- Administrative/Clerical
- Accounting/Finance
- Technical/IT

**6. Davis Technical Staffing and Consulting, LLC**

2726 Croasdaile Drive  
Suite 208  
Durham, NC 27705  
(919) 383-8617

Davis Technical Staffing and Consulting, LLC (DTSC) offers companies a reliable, high quality, and cost effective alternate to in-house staffing. DTSC has extensive experience with staffing, especially in the technical and administrative field. While specializing in technical, professional and administrative/clerical staffing with other categories but not limited to:

- Labor
- Light industrial
- Administrative/clerical
- Financial/Accounting
- IT Technical

**7. Express Employment Professionals**

5306 NC highway 55  
Suite 103  
Durham, NC 27713  
(919) 572-6755

Express Employment Professionals has been dedicated to providing quality staffing services and human resource solutions to medium-sized business around the globe. Express Employment Professionals serve local businesses with both full-time and temporary staffing and job placement in addition to also providing human resource services and consulting to include, but not limited to:

- Office Services
- Customer Care
- Information Technology
- Engineering/Manufacturing/Technical

- Accounting/Financial
- Healthcare
- Human Resources
- Sales/Marketing
- Industrial

**8. LGS Employee Solutions, LP**

Matt Ricksgers – Managing Partner  
 5356 Peachtree Boulevard #256  
 Atlanta, GA 30341-2235  
 (770) 234-0880  
[mricksrgers@lgsstaffing.com](mailto:mricksrgers@lgsstaffing.com)

LGS Employee Solutions is a full service staffing, payroll service provider and recruiting firm servicing the southeast region while also specializing in human resource management and vendor management. LGS strives to provide innovative and cost saving ways to improve employee experience, retention, benefits, risk exposure and time management. In representing the previously mentioned qualities, LGS offers positions that include but are not limited to:

- IT/Engineering
- Clerical and Administrative
- Light Industrial
- Financial/Accounting
- Events and Hospitality

**9. Patriot Services Employment Agency**

1429 A Westover Terrace  
 Greensboro, NC 27408  
 (336) 272-6800

Patriot Services excels in placing “hard to fill”, excelling in these areas due to industry experience and knowledge of the core staff coupled with an extensive employee database in North Carolina. The vision of Patriot Services is to create employment and financial success by bridging the gap between the occupational needs of employees and the employment needs of clients with positions including but not limited to the following:

- Chemists
- Laboratory Technicians
- Civil Engineers

**10. ProSidian Consulting, LLC**

Adrian Woolcock, Managing Principal  
 5500 Open Book Lane  
 Charlotte, NC 28270

(800) 597-6904 Ext. 100  
[awoolcock@ProSidian.com](mailto:awoolcock@ProSidian.com)

ProSidian assists client leaders in maximizing company return on invested capital through design and execution of operations core to delivering value to customers. Our services are deployed across the enterprise, target drivers of economic profit (growth, margin and efficiency), and are aligned at the intersections of assets, processes, policies and people delivering value. Through maintained clients ranging from private sector entities, federal government, and local government experience, ProSidian Consulting offers a range of opportunities including but not limited to:

- Risk Management
- Compliance
- Business Process Improvement
- HR Talent Management
- Information Technology/Staff Augmentation
- Program/Project Management

#### **11. Ultimate Staffing Services**

2501 Blue Ridge Road,  
Suite 250  
Raleigh, NC 27607  
(919) 571-6445

The Ultimate Staffing Service Team in Raleigh has a background of extensive staffing industry experience. Ultimate Staffing is the largest business line in Roth Staffing Companies, L.P., a preeminent staffing services company that has been recognized as an industry leader that fulfills the diverse needs of customers through the development of tailored services and solutions that align to unique business objectives and cultures. The organization's core competencies include but aren't limited to:

- Unskilled labor
- Laborer
- Receptionist
- Data Entry Clerk
- Administrative Supervisor
- Accounting Manager
- HR Representative
- HR Manager
- Legal Assistant
- Attorney

#### **12. Wimbush Associates**

Willie Wimbush, MCP, CEO  
200 Meredith Drive  
Suite 202

Durham, NC 27713  
(919) 794-3085  
[wwimbush@wimbushandassoc.com](mailto:wwimbush@wimbushandassoc.com)

With an executive team possessing more than 35 years of technology, staffing and project management experience, Wimbush and Associates IT Consulting and Personnel Staffing is a full-service professional recruiting and consulting services firm that assists in finding temporary, contract, and permanent staff as well as providing opportunities for candidates seeking employment in the categories of, but not limited to:

- Information Technology
- Construction
- Marketing and Customer Service Representative
- Human Resource Personnel
- Accounting
- Project Management
- Administrative and Clerical

**EXHIBIT J**  
**CLOUD COMPUTING SECURITY REQUIREMENTS QUESTIONNAIRE**

**Cloud Computing Security Requirements**

### **Identity management**

Provider must have its own identity management system to control access to information and computing resources. Please provide details of these controls.

### **Physical and personnel security**

Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted but that access is documented. Please provide details of these controls.

### **Application security**

Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.

### **Security Certifications**

Provide list of security certifications you hold along with a copy of each. Providers should hold ISO 27001 for security controls or SAS 70 Type II audits for physical security.

### **Architecture and Software Isolation**

The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Much of this functionality and its supporting software don't typically exist within IT infrastructures.

By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, it is important for the provider to detail how he will protect the City's data from this. Please provide details of these controls.

Another area for concern is how the provider handles software isolation. This is how data is set-up and shared across databases and common application platforms, particularly in multi-tenant applications. *All public sector cloud data must be isolated from shared systems, databases and applications.* Please provide details of these controls.

### **Data Storage & Protection**

*All public sector cloud data must reside in the continental U.S.*

Provide all locations of where the City's data will be stored (geographical locations) to include hot sites in case the system failure.

List the type of encryption used to secure the data

Detail how the data is protected against leaks

Provide a list of vendor employees and third parties that can access the City's data

Provide a copy of the procedure for regulating access to the data

Provide a list of formats that the data can be stored and converted

Provide Data backup schedules



Provide the method by which the City's data will be sanitized from your storage when the contract is terminated, to include backup copies

Provide a copy of the vendor's disaster recovery plan

Provide the process used to vet technicians

### **Data Availability**

Provider must assure the City that they will have regular and predictable access to their data and applications. The vendor will have a method of providing continued operations for the City if the vendor's operations are suddenly shut down. Additionally, the provider must have a method to return all data to the City if the provider goes out of business or is shut down. Please provide details of these controls.

### **Business continuity and data recovery**

Provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency and that any data loss will be recovered. These plans must be provided to the City.

### **Incident Response**

- Provide a copy of your incident response plan.
- Provider must detail any circumstance that might cause our data to be inaccessible such as a subpoena, litigation, or e-discovery for another customer's data or services.

### **Compliance & Privacy**

*All public sector cloud data must reside in the continental U.S.*

Numerous regulations pertain to the storage and use of data, including federal laws and regulations such as FISMA, the National Archives and Records Management Act (NARMA), North Carolina Records Retention and Disposition Schedule, Payment Card Industry Data Security Standard (PCI DSS), the Health Insurance Portability and Accountability Act (HIPAA), and the Sarbanes-Oxley Act, among others. Many of these regulations require regular reporting and audit trails. Cloud providers must enable their customers to comply appropriately with these regulations. Please provide details of these controls.

Provider must ensure that all critical data (credit card numbers, for example) are masked and that only authorized users have access to data in its entirety. Moreover, digital identities and credentials must be protected as should any data that the provider collects or produces about customer activity in the cloud. Please provide details of these controls.

City data will not be used for vendor advertising or other promotional purposes. City data will not be sold to third parties. Please provide details of these controls.

Provider has the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be discoverable in accordance with state and federal laws. Please provide details of these controls.

Provider must comply with North Carolina statutes when dealing with legal issues, such as Contracts and E-Discovery, which may vary by state. Providers must also comply with the North

Carolina Municipal Records Retention and Disposition Schedule.

[http://durhamnc.gov/ich/cco/Documents/retention\\_09.pdf](http://durhamnc.gov/ich/cco/Documents/retention_09.pdf)

In addition to producing logs and audit trails, provider must work with the City to ensure that these logs and audit trails are properly secured, maintained for as long as the City requires, and are accessible for the purposes of forensic investigation (e.g., e-Discovery). Please provide details of these controls.

Because so much of what's behind the cloud is hidden, the City may need to conduct an audit or review past performance and certifications to gain a degree of trust as to what is going on within the infrastructure where our data will reside. It is critical that the provider allow for external audits. Many cloud providers do not allow customers to enter their data centers. In that case, it is important that they have provisions to allow external auditors to access the facilities. Please provide details of these controls.

**EXHIBIT K  
PERFORMANCE BOND**

Date of Contract:

Contract Name and Number: **CONTRACT FOR MANAGEMENT OF DURHAM  
PARKING FACILITIES AND ON-STREET PARKING ENFORCEMENT**

Name of Principal (Name of Contractor):

Name of Surety:

Name and Address of Surety's N. C. Resident Agent:

Amount of Bond (in words and figures): **(\$500,000.00) Five Hundred Thousand dollars**

Date of Execution of this Bond:

Contracting Body: CITY OF DURHAM, a North Carolina Municipal Corporation.

\* \* \* \* \*

**KNOW ALL PERSONS BY THESE PRESENTS**, That we, the **PRINCIPAL AND SURETY** above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached: **NOW THEREFORE**, if the Principal shall well and truly perform and fulfill all the

undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications.

The Surety agrees that this bond is fully binding on it whether or not the Principal executes this bond. This bond is given pursuant to Article 3 of Chapter 44A of the N. C. General Statutes. IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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*(Name of Principal)*

ATTEST:

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\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
President

*(Affix Principal's Corporate Seal.)*

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*(Name of Surety)*

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*(Signature of attorney in fact)*

*(Affix Surety's Corporate Seal)*

**ACKNOWLEDGMENT OF MANAGER'S EXECUTION OF CONTRACT AND PERFORMANCE BOND**

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, a notary public for said county and state, certify that \_\_\_\_\_ personally appeared before me this day, and acknowledged that he or she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham and Performance Bond with respect to the contract were signed in its name by its \_\_\_\_\_ President, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY'S EXECUTION OF PERFORMANCE BOND**

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said county and state, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for \_\_\_\_\_, the Surety named in the foregoing Performance Bond, in which bond the contracting body is the City of Durham, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**EXHIBIT L**  
**MINIMUM WORKFORCE AND COMPENSATION RATES**

Title	Salary	Current Rate/hr	Full-time	Total Weekly Hrs	Total Labor	Taxes & Benefits	Total Labor with Taxes and Benefits
<b>On and Off-Street Parking</b>							
Project Manager	\$72,800.00		1	40	\$72,800.00	\$21,840.00	\$94,640.00
Assistant Project Manager	\$42,874.00		1	40	\$42,874.00	\$12,862.20	\$55,736.20
Office Assistant/Bookkeeper		\$13.05	1	40	\$27,144.00	\$8,143.20	\$35,287.20
Cashier/Attendant Supervisor		\$14.94	1	40	\$31,075.20	\$9,322.56	\$40,397.76
Cashier/Attendant		\$12.51	1	40	\$26,020.80	\$7,806.24	\$33,827.04
Cashier/Attendant		\$13.91	1	40	\$28,932.80	\$8,679.84	\$37,612.64
Cashier/Attendant		\$12.33	1	40	\$25,646.40	\$7,693.92	\$33,340.32
Cashier/Attendant		\$13.04	1	40	\$27,123.20	\$8,136.96	\$35,260.16
Maintenance Supervisor		\$13.77	1	40	\$28,641.60	\$8,592.48	\$37,234.08
Maintenance		\$12.33	1	40	\$25,646.40	\$7,693.92	\$33,340.32
Maintenance		\$12.33	1	40	\$25,646.40	\$7,693.92	\$33,340.32
Office Assistant/Bookkeeper		\$12.41	1	40	\$25,812.80	\$7,743.84	\$33,556.64
Enforcement Supervisor		\$17.40	1	40	\$36,192.00	\$10,857.60	\$47,049.60
Enforcement Agent		\$12.33	1	40	\$25,646.40	\$7,693.92	\$33,340.32
Enforcement Agent		\$12.33	1	40	\$25,646.40	\$7,693.92	\$33,340.32
Enforcement Agent		\$12.33	1	40	\$25,646.40	\$7,693.92	\$33,340.32
			16	640	\$500,494.80	\$150,148.44	\$650,643.24

**EXHIBIT M**  
**MINIMUM EMPLOYEE BENEFITS**

<b>Benefit</b>	<b>Service</b>	<b>Description</b>
Medical Insurance	90 Calendar days	\$35.80 bi-weekly contribution by employee (for \$400 deductible). May purchase dependent coverage.
Life Insurance	90 Calendar days	Paid by Company - \$10,000
Profit Sharing and 401K Plan	1 year	100% Company match on the first 3% of pay, 50% match on the next 2%. Immediate vesting
Vacation	1 year 3 years	40 hours paid vacation 80 hours paid vacation
Paid Sick Leave	90 Calendar days	Accrue 4 hours per month ( up too 48 hours per year). May accumulate up to 240 hours.
Paid Holidays	90 Calendar days	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
Petty Leave	90 Calendar days	Time off without pay personal matters
Bereavement Leave	90 Calendar days	3 days off with pay in the event of death of immediate blood relative
Medical Leave	3 years	Up to 3 months recuperative leave of absence
Educational Leave	1 year	Up to 2 years off to continue education
Military Leave	1 year	5 years of unpaid time for active duty, two weeks of unpaid time off for reservists; eligible employees will receive supplemental pay to equal normal earnings
Jury Duty	90 Calendar days	Time off granted and jury pay supplemented to equal normal earnings
Personal Holiday	90 Calendar days	Employees are granted 8 hours with pay (pro-rated during 1st year of employment).

**\*\*All hourly employees working at least 24 hours or more weekly receive benefits.**